



REPLY TO:

London Office
One London Place
255 Queens Ave., 11th Floor
London, ON N6A 5R8
T (519) 672-9330 F (519) 672-5960

Sarnia Office
411A – 265 North Front St
Sarnia, ON N7T 7X1
T (519) 344-2020
F (519) 672-5960

lawyers@cohenhighley.com
www.cohenhighley.com

Harris W. Cohen
(1946 - 2000)

Frank A. Highley

Paul G. Vogel **

J. Brian Phillips

Paul R. Steacy

Russell M. Raikes

Bradley W. Stone

Joseph J. M. Hoffer

Vicki J. Edgar

Angelo C. D'Ascanio

Iain D. D. Sneddon

Lianne J. Armstrong

Lucy Lee

Jennifer J. Quick

Stephanie Montgomery

Jeffrey A. Bell

John D. Goudy

Shawn R. Macdonald

Lisa M. Walters

R. Tyler Hortie

Lindsay N. Lake

Sarah C. Low

Kristin A. Camie

Phillip M. Millar

Alexandra Rosu

Paul J. Hendrikx

Counsel

Gerald H. L. Fridman
Q.C., F.R.S.C.

Gordon B. Carmichael

John W. Makins

**** Certified by the Law
Society as a specialist
in Civil Litigation.**

February 12, 2010

Filed via RESS

Ontario Energy Board
2300 Yonge Street, F27
Toronto, ON M4P 1E4
Attention: Ms. Kirsten Walli, Board Secretary

Dear Madam Secretary:

**Re: EB-2009-0422 – Dawn Gateway Leave to Construct Application
EB-2008-0411 – Union Application for Leave to Sell St. Clair Line**

On behalf of GAPLO-Union (Dawn Gateway) and the Canadian Association of Energy and Pipeline Landowner Associations (GAPLO/CAEPLA), we are writing to advise that, subject to Board approval, GAPLO/CAEPLA have resolved their issues on these applications in accordance with the enclosed Minutes of Settlement entered into with Dawn Gateway LP and Union. We have not included in this copy of the Minutes of Settlement to be filed with the Board the compensation and costs settlement contained in Schedules 7 and 8 to this document. Also, the enclosed copy of the Letter of Understanding (Schedule 6) has been redacted to remove reference to compensation amounts.

Accordingly, GAPLO Union (Dawn Gateway), its landowner members and CAEPLA hereby withdraw from further participation on these applications, and withdraw their Costs Claim filed on December 14, 2009 in respect to the Phase I costs in EB-2008-0411.

Yours very truly,
COHEN HIGHLEY LLP

Paul Vogel
email: vogel@cohenhighley.com
Encl.

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act*, 1998, S.O. 1998, c.15, Schedule B, and in particular, s.90(1) thereof;

AND IN THE MATTER OF an Application by Dawn Gateway Pipeline Limited Partnership ("Dawn Gateway LP") for an Order or Orders granting leave to construct a natural gas pipeline and ancillary facilities in the Townships of St. Clair and Dawn-Euphemia, all in the County of Lambton, and approving the regulatory framework and tariff for the transmission of gas on the Ontario portion of the Dawn Gateway Pipeline.

AND IN THE MATTER OF The Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B, and in particular, s.43(1) thereof;

AND IN THE MATTER OF an Application by Union Gas Limited ("Union") for an Order granting leave to sell 11.7 kilometers of 24 inch diameter steel natural gas pipeline running between the St. Clair Valve Site and Bickford Compressor Site in the Township of St. Clair.

MINUTES OF SETTLEMENT

Subject to the approval of the Ontario Energy Board, GAPLO-Union (Dawn Gateway), the Canadian Association of Energy and Pipeline Landowner Associations ("CAEPLA"), each of the individual Landowners, Dawn Gateway LP, and Union hereby agree to settle the issues between them in these proceedings as follows:

Definitions

1. The term Landowners shall mean individually and collectively all those individuals listed in Schedules 1 and 2 attached hereto.

Easement, Temporary Land Use & Top Soil Storage

2. Each of the Landowners agree to grant to Dawn Gateway LP an easement in the form attached hereto as Schedule 3 over their respective properties (the "DGLP Easement") which has been amended to incorporate the following changes:

- a. Clause 1 delete – "at the option of the Transferor" and "at the Transferor's option".

3. Upon registration of the DGLP Easement related to a particular Landowner, Union will surrender the easement agreement that Union has with that Landowner which that DGLP Easement is replacing as is listed in Schedule 4 hereto.

4. Each of the Landowners agree to execute a temporary land use agreement for any temporary land rights including top soil storage rights, as deemed necessary by Dawn Gateway LP for the construction of the Bickford Dawn portion of the Dawn Gateway Pipeline. The form of the temporary land use agreement is attached hereto as Schedule 5.

Letter of Understanding

5. Dawn Gateway LP and the Landowners agree that the Bickford Dawn portion of the Dawn Gateway pipeline shall be constructed in accordance with the terms and conditions of the Letter of Understanding ("LOU") attached hereto as Schedule 6 which has been amended to incorporate the following changes:

- a. S. 1 Add to first paragraph – Dawn Gateway LP shall provide the Landowner with a map of the location of the pipeline on their property (to be included as Appendix B-1 to this agreement) and if necessary the parties will identify and agree upon in Appendix B-2 to this agreement site specific measures which will need to be developed to address any property issues created by the construction of the pipeline.
- b. S. 1(o) In the 3rd paragraph after the 2nd sentence add – The drainage consultant and the landowner will meet to develop a tile plan which will be approved by the landowner, including installation of a tile on each side

of the easement to prevent standing water on the easement during construction if recommended by the drainage consultant.

- c. S. 1(w) Delete and insert – Dawn Gateway will restrict all construction activities to the permanent easement, temporary workspace and topsoil storage areas. Where additional lands are required for construction activities, Dawn Gateway shall enter into a further temporary workspace agreement with the landowner and compensate the landowner as per the Compensation Schedule attached to the EB-2009-0422 Minutes of Settlement dated as of February 5, 2010.
- d. S 5.1 Add – Dawn Gateway shall pay additional compensation in respect of property amenities (including, but not limited to, residences, barns, farm yards, tree rows, etc.) and non-agricultural land uses affected and, if agreement cannot be reached, the landowner reserves his or her right to arbitrate the amount of compensation.
- e. S. 6.2 Delete last sentence and add – The parties agree that Dawn Gateway LP will use Union Gas Limited's form of Integrity Dig Agreement (as next amended by Union Gas Limited in or about 2010-2011, and thereafter as amended and updated from time to time by Dawn Gateway LP in accordance with industry practice) for any integrity and maintenance operations to be undertaken on either the St. Clair portion or Bickford Dawn portion of the Dawn Gateway pipeline.
- f. S. 9 Add – Any further definition of the job description and role of the construction monitor is to be determined and agreed by GAPLO-Union (Dawn Gateway) and Dawn Gateway LP. The construction monitor will be a part of the construction team, report to the Joint Committee, and assist the construction team with the identification and resolution of issues. A mutually agreeable person will be selected to the role.
- g. Sch. 1 Joint Committee: Committee Make-up delete and insert – The Joint Committee will consist of the two representatives from the GAPLO-Union (Dawn Gateway), committee team and three representatives from Dawn Gateway. The construction monitor will attend any Joint Committee meetings and will be an advisor to the Joint Committee.
- h. Sch. 1 Joint Committee: Payment to Landowner Members delete and insert – The Company will pay, prior to construction, to each GAPLO-Union (Dawn Gateway) landowner who is a member of the Joint Committee at his or her direction a total payment of \$ 10,000 plus G.S.T. as an honorarium for their participation on the committee.

Site Specific Issues

6. With respect to the LOU amendment in paragraph 5 a. above, Dawn Gateway LP will provide landowners with individual property maps to be included in Appendix B-1. Some individual Landowners have already identified site specific issues created by the construction of the pipeline on their properties and Dawn Gateway LP has agreed to implement measures to mitigate the identified issues as indicated on Schedule 10. The matters specific to an individual Landowner set out in Schedule 10 will be included in Appendix B-2 to the LOU for that Landowner. Where necessary, Landowners and Dawn Gateway LP may identify additional site specific issues and agree upon their resolution to be added to Appendix B-2 of their LOU.

Compensation

7. Compensation for land rights, crop damage payments, and disturbance damages, for the Bickford Dawn portion of the Dawn Gateway pipeline easement shall be as set out in Schedule 7 attached hereto.

Costs

8. Dawn Gateway LP shall pay GAPLO-Union (Dawn Gateway)'s legal, consultant and negotiating committee costs to Cohen Highley LLP, in trust, as set out in Schedule 8 attached hereto.

Property Access

9. Each of the Landowners shall permit Dawn Gateway LP access to their properties to conduct any the activities listed in Schedule 9 which are related to the construction of the Bickford Dawn portion of the Dawn Gateway pipeline prior to the execution of the DGLP Easement by that Landowner, provided that such access shall be at a time convenient to that Landowner.

Withdrawal from DGLP's Application

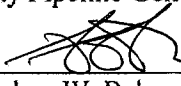
10. Each of the Landowners, GAPLO-Union (Dawn Gateway), and CAEPLA agree to withdraw from all further participation in the pending application by Dawn Gateway LP to the Ontario Energy Board for leave to construct the Bickford Dawn Pipeline and for approval of the regulatory framework and tariff for the transmission of gas on the Ontario portion of the Dawn Gateway Pipeline being proceeding EB-2009-0422.

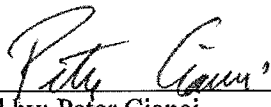
Counterparts and Facsimile Transmission

11. This agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof, and any delivery of an executed copy of this agreement by way of telecopy or facsimile shall constitute delivery hereof, provided that any party delivering by way of telecopy or facsimile shall, as soon as reasonably practicable, deliver the original executed copy to the other parties.

Dated as of February 5, 2010

Dawn Gateway Pipeline Limited
Partnership by its general partner Dawn
Gateway Pipeline General Partner Inc.

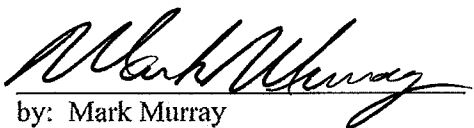

by: Stephen W. Baker
Title: Co-President


and by: Peter Cianci
Title: Co-President


Canadian Association of Energy and
Pipeline Landowner Associations,
by its lawyer Paul Vogel


Paul Vogel

Union Gas Limited


by: Mark Murray
Title: Manager, Regulatory Projects and
Land Acquisition

GAPLO-Union (Dawn Gateway)


by: Tom Highfield
Title: Chairman

and by: Paul Vogel, as lawyer for
GAPLO-Union (Dawn Gateway)


Paul Vogel

Melvin John Raymond Broad

Sandra Lee Broad

Cheryl Babcock

Joan Ward

William George Robson

Evleen Joy Robson

Jerilyneen Helen Daley

James Edward MacPherson

Olive Maxine Howes

Earl Hillier Howes

Wayne Sheldon Annett

Ruth Anne Patricia Annett

Melissa Ritchie

Tim Ritchie

Owen Harris

Marlene Joyce Harris

Frederick Jennings Jr.

Pat Gordon Murphy

William James Eugene Duffy

Vera Anne Duffy

Terry Francis Harris

Marilynn Harris

Rhett Gordon Duffy

Stacy Duffy

James David Vandevenne

Catherine Ann Vandevenne

William Douglas Bowsher

Marvin James Bastow

John Elliott Langstaff

Helen Anita Langstaff

Thomas Highfield

Deborah Highfield

Virginia Crowe a.k.a. Virigina Crawford

Richard George Fish

Dubois, Ivan Rolly Henri

Lorna Shepley

Cornelius J Bruin

Triny S.A. Bruin

Kenneth Wayne Higgs

Natasha June Higgs

Bernard Joseph Lajoie

Barry Joseph Lajoie

Allan Joseph Lajoie

Brian Joseph Lajoie

B & A Langstaff Farms Ltd.

Robson Farms Ltd.

by:

by:

Title:

Title:

Wayne Annett Farms Limited

Tekoa Farms Ltd

by:

by:

Title:

Title:

J. Rink Farms

by:

Arthur Grant Moffat

Title
21963670.1

SCHEDULE 1

LANDOWNERS ALONG THE ST. CLAIR LINE

NAME	LEGAL DESCRIPTION	REGISTRATION NO.
Melvin John Raymond Broad Sandra Lee Broad RR #1 Sombra, ON N0P 2H0	Part N 1/2 Lot 5, Concession 12, Township of St. Clair (formerly Township of Sombra) County of Lambton designated as Part 2 on 25R-5144 43402-0077 (LT)	Easement 64239
Cheryl Babcock Joan Ward 61 Dauw Ave. Wallaceburg, ON	Part Lot 5, Concession 13, Township of St. Clair (formerly Township of Sombra) County of Lambton designated as Part 1 on 25R-4967 43406-0077 (LT)	Easement 627659
Clarence Eldridge Moffat Catherine Frances Moffat Arthur Grant Moffat RR #1 Sombra, ON N0P 2H0	Part Lot 5, Concession 13, Township of St. Clair (formerly Township of Sombra) County of Lambton designated as Part 1 on 25R-5232 43406-0075 (LT)	Easement 651289
Robson Farms Ltd.	Part Lot 4 & 5, Concession 14, Sombra Parts 1 & 2 on 25R-3626 Township of St. Clair County of Lambton 43406-0060	
William George Robson RR #1 Sombra, ON N0P 2H0	Part Lot 5, Concession 14, Township of St. Clair (formerly Township of Sombra) designated as Part 1 on 25R-9510 Except Part 1 on 25R-8078 43406-0062 (R)	Easement L641828

NAME	LEGAL DESCRIPTION	REGISTRATION NO.
Evleen Joy Robson RR #1 Sombra, ON N0P 2H0	Part Lot 5, Concession 15, being Parts 1, 2, & 3 on 25R-8706 and Part 2 on 25R-5102 Part Road Allowance btwn Lot 5 & 6 Concession 15, being Part 2 on 25R- 6362 Township of St. Clair (formerly Township of Sombra) County of Lambton 43406-0066 (LT)	Easement L641828
Evleen Joy Robson RR #1 Sombra, ON N0P 1H0	Part Lot 25 & 26, Plan 24 Part Road Allowance btwn Lot 25, Concession 1 & 2, as in L909057 Closed by M028032 Township of St. Clair (formerly Township of Moore) County of Lambton 43308-0114 (R)	Easement L641829
J. Rink Farms 116 West Line Port Lambton, ON N0P 2B0	Part Lot 26, Concession 2, Part Lot 26, Plan 24 Part Road Allowance btwn Lot 26 Concession 1 and Lot 26 Plan 24 Township of St. Clair (formerly Township of Moore) County of Lambton designated as Parts 1 to 10, on 25R- 1585 Closed by M028032 43308-0105 (LT)	Easement 872940
James Edward MacPherson 400 Rokeby Line RR #1 Mooretown, ON N0N 1M0	Part Lot 26 & 27, Concession 2, Part Road Allowance btwn Lots 27 Concession 1 and Lot 27, Concession 2 as in L862732 Township of St. Clair (geographic Township of Moore) County of Lambton 43308-0101 (LT)	Easement L645973

NAME	LEGAL DESCRIPTION	REGISTRATION NO.
James Edward MacPherson 391 Oil Springs Line Courtright, ON N0N 1H0	Part Lot 12, Concession Front as in L936310 Township of St. Clair (formerly Township of Moore) County of Lambton 43308-0065 (LT)	Easement L645974
James Edward MacPherson 391 Oil Springs Line Courtright, ON N0N 1 H0	Part Lot 12, Concession Front as in L936309 Township of St. Clair (formerly Township of Moore) County of Lambton 43308-0064 (LT)	Easement L645974
Jerilyneen Helen Daley 1532 Moore Line Mooretown, Ontario N0M 1M0	Lot 28, Concession 1 Township of St. Clair County of Lambton 43308-0100 (LT)	Easement L645975

SCHEDULE 2
LANDOWNERS ALONG PROPOSED
BICKFORD DAWN ROUTE

LANDOWNER NAME(S)	LEGAL DESCRIPTION	PROPERTY IDENTIFIER (PIN)
Bernard Lajoie Brian Lajoie Barry Lajoie Al Lajoie	N Lot 7 -NW Lot 8	43403-0062
Lorna Shepley	W ½ Lot 9	43403-0065
Ivan Dubois Kenneth Higgs Natasha Higgs	N ½ Lot 9	43403 -0066
Cornelis J. Bruin Triny S.A. Bruin	E ½ Lot 9 - Lot 10	43403-0068
William Douglas Bowsher	W ½ Lot 11	43403-0135
Richard George Fish	NE ½ Lot 11	43403-0093
Virgina Crawford	Lot 12	43403-0094
Thomas Highfield Deborah Highfield	Lot 13 - W ½ Lot 14	43403-0096
Marvin Bastow	E ½ Lot 15	43403-0103
John Elliott Langstaff Helen Anita Langstaff	Lot 16	43395-0070
Pat Murphy	Lot 17	43395-0072
James David Vandevenne Catherine Ann Vandevenne	W ½ Lot 18	43395-0074
Catherine Ann Vandevenne	E ½ Lot 18	43395-0075
Terry Francis Harris Marilynn Harris	W ½ Lot 19	43395-0077
Terry Harris	E ½ Lot 19	43395-0079
Terry Harris	W ½ Lot 20	43395-0102

Note: All properties are located in the Township of St. Clair, in the County of Lambton. All property descriptions refer to the geographical (former) Township of Sombra.

**Landowners on proposed route of Dawn Gateway Pipeline
represented by GAPLO-Union (Dawn Gateway)**

LANDOWNER NAME(S)	LEGAL DESCRIPTION	PROPERTY IDENTIFIER (PIN)
Gord Duffy Stacy Duffy	E ½ Lot 20	43395-0077
Wm James Eugene Duffy Vera Anne Duffy	Lot 21	43390-0068
Wm James Eugene Duffy	Lot 22	43390-0073
Frederick Jennings Jr.	W Lot 23	43390-00074
Wayne Sheldon Annett Ruth Anne Patricia Annett	E Lot 23	43390-0075
Tekoa Farms Ltd. c/o Bernard Kraayenbrink	Lot 24 & 25	43390-0079
Owen Harris Marlene Harris	Lot 26	43391-0080
Wayne Sheldon Annett Ruth Anne Patricia Annett	Lot 27	43391-0078
Wayne Sheldon Annett	W ½ Lot 28	43391-0075
Wayne Sheldon Annett Ruth Anne Patricia Annett Melissa Ritchie Tim Ritchie	E ½ Lot 28	43391 -0074
Wayne Annett Farms Ltd.	W 1/3 Lot 29	43391-0073
Wayne Sheldon Annett Ruth Anne Patricia Annett	E ½ Lot 29	43391-0072
Earl Hillier Howes Olive Maxine Howes	Lot 30	43391-0064
B & A Langstaff Farms Ltd. c/o Brian Langstaff		43391-0056

Note: All properties are located in the Township of St. Clair, in the County of Lambton. All property descriptions refer to the geographical (former) Township of Sombra.

EASEMENT FOR TRANSMISSION PIPELINE

WHEREAS the Transferor is the owner in fee simple of those lands and premises more particularly described as

(hereinafter called the "Transferor's lands").

WHEREAS the Transferee has an interest in those lands and premises (hereinafter called the "Transferee's lands") situate, lying and being in the geographic Township of Dawn, now Township of Dawn-Euphemia, in the County of Lambton and Province of Ontario and being composed of PIN_____.

The Transferor (and the Mortgagee) do hereby GRANT, CONVEY, TRANSFER AND CONFIRM unto the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to all or any part of the lands of the Transferee's lands the right, liberty, privilege and easement on, over, in, under and/or through a strip of the Transferor's lands more particularly described in Box 5 of page one of this Schedule (hereinafter referred to as the "Lands") to survey, lay, construct, maintain, inspect, patrol, alter, remove, replace, reconstruct, repair, move, keep, use and/or operate one pipeline for the transmission of pipeline quality natural gas as defined in the *Ontario Energy Board Act, 1998*, S.O. 1998 (hereinafter referred to as the "Pipeline") including therewith all such buried attachments, equipment and appliances for cathodic protection which the Transferee may deem necessary or convenient thereto, together with the right of ingress and egress at any and all times over and upon the Lands for its servants, agents, employees, those engaged in its business, contractors and subcontractors on foot and/or with vehicles, supplies, machinery and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights, privileges and easement hereby granted. The Parties hereto mutually covenant and agree each with the other as follows:

1 In consideration of the sum of 00/100 DOLLARS (\$) of lawful money of Canada (hereinafter called the "Consideration"), which sum is payment in full for the rights and interest hereby granted and for the rights and interest, if any, acquired by the Transferee by expropriation, including in either or both cases payment in full for all such matters as injurious affection to remaining lands and the effect, if any, of registration on title of this document and where applicable, of the expropriation documents, subject to Clause 12 hereof to be paid by the Transferee to the Transferor at least 30 days prior to the exercise by the Transferee of any of its rights hereunder other than the right to survey, the rights, privileges and easement hereby granted shall continue in perpetuity or until the Transferee, with the express written consent of the Transferor, shall execute and deliver a surrender thereof. Prior to and following such surrender Transferee shall remove all debris as may have resulted from the Transferee's use of the Lands from the Lands and in all respects restore the Lands to its previous productivity and fertility so far as is reasonably possible, save and except for items in respect of which compensation is due under Clause 2 hereof. As part of the Transferee's obligation to restore the lands upon surrender of its easement, the Transferee agrees to remove the Pipeline from the Lands. The Transferee and the Transferor shall surrender the easement and the Transferee shall remove the Pipeline where the Pipeline has been abandoned. The Pipeline shall be deemed to be abandoned where: a) corrosion protection is no longer applied to the Pipeline, or, b) the Pipeline becomes unfit for service in accordance with Ontario standards. The Transferee shall, within 60 days of either of these events occurring, provide the Transferor with notice of the event. Upon removal of the Pipeline and restoration of the Lands as required by this agreement, the Transferor shall release the Transferee from further obligations in respect of restoration. This provision shall apply with respect to all Pipelines in the Dawn-Trafalgar system on the Transferor's Lands.

2. The Transferee shall make to the Transferor (or the person or persons entitled thereto) due compensation for any damages to the Lands resulting from the exercise of any of the rights herein granted, and if the compensation is not agreed upon by the

Transferee and the Transferor, it shall be determined by arbitration in the manner prescribed by the *Expropriations Act*, R.S.O. 1990, Chapter E-26 or any Act passed in amendment thereof or substitution therefor. Any gates, fences, municipal drains, and tile drains interfered with by the Transferee shall be restored by the Transferee at its expense as closely as reasonably possible to the condition and function in which they existed immediately prior to such interference by the Transferee and in the case of tile drains, such restoration shall be performed in accordance with good drainage practice.

3. The Pipeline (including attachments, equipment and appliances for cathodic protection but excluding valves, take-offs and fencing installed under Clause 9 hereof) shall be laid to such a depth that upon completion of installation it will not obstruct the natural surface run-off from the Lands nor ordinary cultivation of the Lands nor any tile drainage system existing in the Lands at the time of installation of the Pipeline nor any planned tile drainage system to be laid in the Lands in accordance with standard drainage practice, if the Transferee is given at least thirty (30) days notice of such planned system prior to the installation of the pipeline; provided that the Transferee may leave the pipeline exposed in crossing a ditch, stream, gorge or similar object where approval has been obtained from the Ontario Energy Board or other Provincial Board or authority having jurisdiction in the premises. The Transferee agrees to make reasonable efforts to accommodate the planning and installation of future tile drainage systems following installation of the pipeline so as not to obstruct or interfere with such tile installation. The Transferee further agrees to make reasonable efforts at its own expense to accommodate changes in land use on lands adjacent to the easement for the purpose of ensuring the Pipeline is in compliance with all applicable regulatory requirements in connection with any such change in use.

4. As soon as reasonably possible after the construction of the Pipeline, the Transferee shall level the Lands and unless otherwise agreed to by the Transferor, shall remove all debris as may have resulted from the Transferee's use of the Lands therefrom and in all respects restore the Lands to its previous productivity and fertility so far as is reasonably possible, save and except for items in respect of which compensation is due under Clause 2 hereof.

5. The Transferee shall indemnify the Transferor for any and all liabilities, damages, costs, claims, suits and actions which are directly attributable to the exercise of the rights hereby granted, except to the extent of those resulting from the gross negligence or willful misconduct of the Transferor.

6. In the event that the Transferee fails to comply with any of the requirements set out in Clause 2, 3, or 4 hereof within a reasonable time of the receipt of notice in writing from the Transferor setting forth the failure complained of, the Transferee shall compensate the Transferor (or the person or persons entitled thereto) for any damage, if any, necessarily resulting from such failure and the reasonable costs if any, incurred in the recovery of those damages.

7. Except in case of emergency, the Transferee shall not enter upon any lands of the Transferor, other than the Lands, without the consent of the Transferor. In case of emergency the right of entry upon the Transferor's lands for ingress and egress to and from the Lands is hereby granted. The determination of what circumstances constitute an emergency, for purposes of this paragraph is within the absolute discretion of the Transferee, but is a situation in which the Transferee has a need to access the pipeline in the public interest without notice to the Transferor, subject to the provisions of paragraph 2 herein. The Transferee will, within 72 hours of entry upon such lands, advise the Transferor of the said emergency circumstances and thereafter provide a written report to Transferor with respect to the resolution of the emergency situation.

8. The Transferor shall have the right to fully use and enjoy the Lands except for planting trees over a six (6) metre strip centered over the Pipeline, and except as may be necessary for any of the purposes hereby granted to the Transferee, provided that without the prior written consent of the Transferee, the Transferor shall not with mechanical equipment or explosives excavate, drill, install, erect or permit to be excavated, drilled, installed or erected in, on, over or through the Lands any pit, well, foundation, pavement, building, mobile homes or other structure or installation. Notwithstanding the foregoing the Transferee upon request shall consent to the Transferor erecting or repairing farm fences, constructing or repairing his tile drains and domestic sewer pipes, water pipes, and utility pipes and constructing or repairing his lanes, roads, driveways, pathways, and walks across, on and in the Lands or any portion or portions thereof, provided that before commencing any of the work referred to in this sentence the Transferor shall (a) give the Transferee at least three (3) clear days notice in writing pointing out the work desired so as to enable the Transferee to evaluate and comment on the work proposed and to have a representative inspect the site and/or be present at any time or times during the performance of the work, (b) shall follow the instructions of such representative as to the performance of such work without damage to the Pipeline, (c) shall exercise a high degree of care in carrying out any such work and, (d) shall perform any such work in such a manner as not to endanger or damage the Pipeline as may be required by the Transferee.

9. The rights, privileges and easement herein granted shall include the right to install, keep, use, operate, service, maintain, repair, remove and/or replace in, on and above the Lands any valves and/or take-offs subject to additional agreements and to fence in such valves and/or take-offs and to keep same fenced in, but for this right the Transferee shall pay to the Transferor (or the person or persons entitled thereto) such additional compensation as may be agreed upon and in default of agreement as may be settled by arbitration under the provisions of the *Ontario Energy Board Act, 1998*, S.O. 1998, or any Act passed in amendment thereof or substitution therefor. The Transferee agrees to make all reasonable efforts to locate such facilities adjacent to lot lines and public road allowances. The Transferee shall keep down weeds on any lands removed from cultivation by reason of locating any valves and/or take-offs in the Lands.

10. Notwithstanding any rule of law or equity and even though the Pipeline and its appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.

11. Neither this Agreement nor anything herein contained nor anything done hereunder shall affect or prejudice the Transferee's rights to acquire the Lands or any other portion or portions of the Transferor's lands under the provisions of the *Ontario Energy Board Act, 1998*, S.O. 1998, or any other laws, which rights the Transferee may exercise at its discretion in the event of the Transferor being unable or unwilling for any reason to perform this Agreement or give to the Transferee a clear and unencumbered title to the easement herein granted.

12. The Transferor covenants that he has the right to convey this easement notwithstanding any act on his part, that he will execute such further assurances of this easement as may be requisite and which the Transferee may at its expense prepare and that the Transferee, performing and observing the covenants and conditions on its part to be performed, shall have quiet possession and enjoyment of the rights, privileges and easement hereby granted. If it shall appear that at the date hereof the Transferor is not the sole owner of the Lands, this Indenture shall nevertheless bind the Transferor to the full extent of his interest therein and shall also extend to any after-acquired interest, but all moneys payable hereunder shall be paid to the Transferor only in the proportion that his interest in the Lands bears to the entire interest therein.

13. In the event that the Transferee fails to pay the consideration as hereinbefore provided, the Transferor shall have the right to declare this easement canceled after the expiration of 15 days from personal service upon the Secretary, Assistant Secretary or Manager, Lands Department of the Transferee at its Executive Head Office in Chatham, Ontario, (or at such other point in Ontario as the Transferee may from time to time specify by notice in writing to the Transferor) of notice in writing of such default, unless during such 15 day period the Transferee shall pay the said consideration; upon failing to pay as aforesaid, the Transferee shall forthwith after the expiration of 15 days from the service of such notice execute and deliver to the Transferor at the expense of the Transferee, a valid and registerable release and discharge of this easement.

14. All payments under these presents may be made either in cash or by cheque of the Transferee and may be made to the Transferor (or person or persons entitled thereto) either personally or by mail. All notices and mail sent pursuant to these presents shall be addressed to the Transferor at _____ and to the Transferee at Dawn Gateway Pipeline Limited Partnership c/o Union Gas Limited, 50 Keil Drive North, Chatham, Ontario N7M 5M1, Attention: Manager, Lands or to such other address in either case as the Transferor or the Transferee respectively may from time to time appoint in writing.

15. The rights, privileges and easement hereby granted are and shall be of the same force and effect as a covenant running with the land and this Indenture, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto respectively; and, wherever the singular or masculine is used it shall, where necessary, be construed as if the plural, or feminine or neuter had been used, as the case may be. The Transferee shall not assign this agreement without prior written notice to the Transferor and, despite any such assignment, the Transferee shall remain liable to the Transferor for the performance of its responsibilities and obligations hereunder.

16. The Transferor hereby acknowledges that this transfer will be registered electronically and the Transferor hereby authorizes the Transferee to complete the registration of this transfer.

17. The Mortgagee on Mortgage/Charge Number _____, in consideration of the sum of Two Dollars (\$ 2.00) the receipt whereof is hereby acknowledged, joins herein for the purpose of consenting hereto and agrees to the easement hereby granted and covenants that the Transferee shall have quiet possession of the rights, privileges and easements hereby granted. The Mortgagee certifies that the Mortgagee is at least eighteen years old.

(Name of Mortgagee)
Witness:

(Per: _____)

Date of Signature _____

(Per: _____)

Date of Signature _____
“ I/We have authority to bind the corporation ”

Municipality of Chatham-Kent

Province of Ontario

DECLARATION REQUIRED UNDER
SECTION 50 OF *THE PLANNING*
ACT, R.S.O. 1990, as amended

I, Beverly Howard Wilton, of the Municipality of Chatham-Kent, in the Province of Ontario.

DO SOLEMNLY DECLARE THAT

- 1. I am Manager, Lands Department of Union Gas Limited which is acting as the project developer for Dawn Gateway Pipeline Limited Partnership which is the Transferee in the attached Grant of Easement, and as such I have knowledge of the matters herein deposed.
- 2. The use of or right in the land described in the said Grant of Easement is being acquired by Dawn Gateway Pipeline Limited Partnership for the purpose of a hydrocarbon transmission line within the meaning of part VI of the *Ontario Energy Board Act, 1998*.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*.

DECLARED before me at the)
Municipality of Chatham-Kent,)
in the Province of Ontario)
this day of , 2010) _____

A Commissioner, etc.

Schedule 4

The following easements are to be surrendered by Union Gas Limited upon registration of replacement easements given to Dawn Gateway LP by the respective Landowner.

Union Gas Limited: St. Clair Line Easements

NAME AND ADDRESS OF LANDOWNER	LEGAL DESCRIPTION	REGISTRATION NUMBER
Melvin John Raymond Broad Sandra Lee Broad RR #1 Sombra, Ontario N0P 2H0	Part N 1/2 Lot 5, Concession 12 Township of St. Clair (formerly Township of Sombra) County of Lambton designated as Part 2 on 25R-5144 43402-0077 (LT)	Easement 64239
Cheryl Babcock Joan Ward 61 Dauw Ave Wallaceburg, Ontario	Part Lot 5, Concession 13, Township of St. Clair (formerly Township of Sombra) County of Lambton designated as Part 1 on 25R-4967 43406-0077 (LT)	Easement 627659
Clarence Eldridge Moffat Catherien Frances Moffat Arthur Grant Moffat RR #1 Sombra, Ontario N0P 2H0	Part Lot 5, Concession 13 Township of St. Clair (formerly Township of Sombra) County of Lambton designated as Part 1 on 25R-5232 43406-0075 (LT)	Easement 651289
William George Robson R. R. #1 Sombra, Ontario N0P 2H0	Part Lot 5, Concession 14 Township of St. Clair (formerly Township of Sombra) designated as Part 1 on 25R-9510 Except Part 1 on 25R-8078 43406-0062 @	Easement L641828
Evleen Joy Robson R. R. #1 Sombra, Ontario N0P 2H0	Part Lot 5, Concession 15, being Parts 1, 2, & 3 on 25R-8706 and Part 2 on 25R-5102 Part Road Allowance btwn Lot 5 & 6 Concession 15, being Part 2 on 25R-6362 Township of St. Clair (formerly Township of Sombra) County of Lambton 43406-0066 (LT)	Easement L641828

NAME AND ADDRESS OF LANDOWNER	LEGAL DESCRIPTION	REGISTRATION NUMBER
Evleen Joy Robson R. R. #1 Sombra, Ontario N0P 2H0	Part Lot 25 & 26, Plan 24 Part Road Allowance btwn Lot 25 Concession 1 & 2, as in L909057 closed by M028032 Township of St. Clair (formerly Township of Moore) County of Lambton 43308-0114 @	Easement L641829
J. Rink Farms 116 West Line Port Lambton, Ontario N0P 2B0	Part Lot 26, Concession 2 Part Lot 26, Plan 24 Part Road Allowance btwn Lot 26 Concession 1 and Lot 26 Plan 24 Township of St. Clair (formerly Township of Moore) County of Lambton designated as Parts 1 to 10, on 25R-1585 closed by M028032 43308-0105 (LT)	Easement 872940
James Edward MacPherson 400 Rokeby Line R. R. #1 Mooretown, Ontario N0N 1M0	Part Lot 26 & 27, Concession 2 Part Road Allowance btwn Lots 27 Concession 1 and Lot 27, Concession 2 as in L862732 Township of St. Clair (geographic Township of Moore) County of Lambton 43308-0101 (LT)	Easement L645973
Jerilyneen Helen Daley 1532 Moore Line Mooretown, Ontario N0M 1M0	Lot 28, Concession 1 Township of St. Clair County of Lambton 43308-0100 (LT)	Easement L645975
James Edward MacPherson 391 Oil Springs Line Courtright, Ontario N0N 1H0	Part Lot 12, Concession Front as in L936310 Township of St. Clair (formerly Township of Moore) County of Lambton 43308-0065 (LT)	Easement L645974
James Edward MacPherson 391 Oil Springs Line Courtright, Ontario N0N 1H0	Part Lot 12, Concession Front as in L936309 Township of St. Clair (formerly Township of Moore) County of Lambton 43308-0064 (LT)	Easement L645974

NAME AND ADDRESS OF LANDOWNER	LEGAL DESCRIPTION	REGISTRATION NUMBER
Union Gas Limited: Bickford Dawn Easements		
HOWES, Olive Maxine HOWES, Earl Hillier 1387 Mandaumin Road R. R. # 2 TUPPERVILLE, Ontario N0P 2M0	PT. N 1/2 LOT 30, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 1387 Mandaumin Rd 25R-6430	Easement #735494
ANNETT, Wayne Sheldon ANNETT, Ruth Anne 2447 Burman Line, R. R. #1 Wilkesport, Ontario N0P 2R0	PT. NB 1/4 LOT 29, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON Bentpath Line 25R-6429	Easement #735496
Wayne Annett Farms Limited 2447 Burman Line, R. R. #1 Wilkesport, Ontario N0P 2R0	PT. NW 1/4 LOT 29, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON Bentpath Line 25R-6428	Easement #735498
ANNETT, Wayne Sheldon ANNETT, Ruth Anne 2447 Burman Line, R. R. #1 Wilkesport, Ontario N0P 2R0	PT. NE 1/4 LOT 28, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 2773 Bentpath Line 25R-6427	Easement #735504
Annett, Wayne Sheldon 2447 Burman Line, R. R. #1 Wilkesport, Ontario N0P 2R0	PT. NW 1/4 LOT 28, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 2773 Bentpath Line 25R-6426	Easement #735505
ANNETT, Wayne Sheldon ANNETT, Ruth Anne 2447 Burman Line, R. R. #1 Wilkesport, Ontario N0P 2R0	PT. N 1/2 LOT 27, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 2637 Bentpath Line	Easement #735506

NAME AND ADDRESS OF LANDOWNER	LEGAL DESCRIPTION	REGISTRATION NUMBER
HARRIS, Owen HARRIS, Marlene Joyce PO Box 429 Port Lambton, Ontario N0P 2B0	PT. N 1/2 LOT 26, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON Bentpath Line 25R-6424	Easement #736682
Tekoa Farms Ltd c/o Bernard Kraayenbrink 26 Ward Line Port Lambton, Ontario N0P 2B0	PT. N 1/2 LOTS 24 & 25, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 2377 Bentpath Line (Lot 24) No 911 Address Available (Lot 25) 25R-6423	Easement #736684
Annett, Wayne Sheldon Annett, Ruth Ann Patricia 2447 Burman Line, R. R. #1 Wilkesport, Ontario N0P 2R0	PT. NE 1/4 LOT 23, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON Bentpath Line 25R-6422	Easement #735507
JENNINGS, Frederick Junior R. R. # 1 WILKESPORT, Ontario N0P 2R0	NW 1/4 LOT 23, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON Bentpath Line	Easement #735509
Duffy, William James Eugene 1336 Pretty Rd., R. R. #3 Sombra, Ontario N0P 2H0	N 1/2 LOT 22, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON Bentpath Line 25R-6420	Easement #735510
DUFFY, William James Eugene DUFFY, Vera Anne 1336 Pretty Rd., R. R. #3 SOMBRA, ONTARIO N0P 2H0	N 1/2 LOT 21, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON Bentpath Line 25R-6419	Easement #736168
Harris, Tery Francis Harris, Marilyn 1835 Bentpath Line, R. R. #3 Sombra, Ontario N0P 2H0	NW 1/4 LOT 20 & NE 1/4 LOT 19 CON. 11, TWP. OF SOMBRA COUNTY OF LAMBTON Bentpath Line 25R-6417	Easement #736689

NAME AND ADDRESS OF LANDOWNER	LEGAL DESCRIPTION	REGISTRATION NUMBER
Duffy, Rhett Gordon Duffy, Stacy R. R. # 3 SOMBRA, ONTARIO N0P 2H0	NE 1/4 LOT 20, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 1953 Bentpath Line	Easement #736686
HARRIS, Terry Francis HARRIS, Marilyn 1835 Bentpath Line, RR #3 SOMBRA, ONTARIO N0P 2H0	PT. NW 1/4 LOT 19, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 1835 Bentpath Line 25R-6416	Easement #735512
Vandevenne, Catherine Ann 1715 Bentpath Line, R. R. #3 Sombra, Ontario N0P 2H0 Tenant: James Vandevenne RR #3 Sombra, Ontario N0P 2H0	PT. E 1/2 N 1/2 LOT 18, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 1715 Bentpath Line 25R-6415	Easement #736690
VANDEVENNE, James David VANDEVENNE, Catherine Ann 1715 Bentpath Line, R. R. #3 SOMBRA, Ontario N0P 2H0	W 1/2 N 1/2 LOT 18, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 1715 Bentpath Line 25R-6414	Easement #736693
MURPHY, Pat Gordon 1621 Bentpath Line SOMBRA, Ontario N0P 2H0	N 1/2 LOT 17, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 1621 Bentpath Line 25R-6413	Easement #735513
LANGSTAFF, John Elliott LANGSTAFF, Helen Anita R. R. # 2 TUPPERVILLE, Ontario N0P 2M0	N 1/2 LOT 16, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 1503 Bentpath Line 25R-6412	Easement #736171
BASTOW, Marvin James 1461 Bentpath Line Sombra, Ontario N0P 2H0 Ten.: Patrick Murphy RR #3 Sombra, Ontario N0P 2H0	PT N 1/2 LOT 15, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 1461 Bentpath Line 25R-6411	Easement #736696
Highfield, Thomas Highfield, Deborah 1388 Shepley Rd Sombra, Ontario N0P 2H0	PT. NW 1/4 LOT 14, N 1/2 LOT 13 CON. 11, TWP. OF SOMBRA COUNTY OF LAMBTON 1388 Shepley Rd 25R-6409	Easement #735514

NAME AND ADDRESS OF LANDOWNER	LEGAL DESCRIPTION	REGISTRATION NUMBER
CROWE, Virginia a.k.a Virginia Crawford R. R. # 6 WALLACEBURG, Ontario N8A 4L3	N 1/2 LOT 12, CON. 11 East of River TWP. OF SOMBRA COUNTY OF LAMBTON Bentpath Line 25R-6408	Easement #735516
FISH, Richard George 1073 Bentpath Line, R. R. # 3 SOMBRA, Ontario N0P 2H0	PT. N 1/2 LOTS 11 & 12, NW of River CON. 11, TWP. OF SOMBRA COUNTY OF LAMBTON 1073 Bentpath Line 25R-6407	Easement #735518
Bowsher, William Douglas 171 Bentpath Line, R. R. #3 Sombra, Ontario N0P 2H0	PT. NW 1/4 N 1/2 LOT 11, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 1071 Bentpath Line 25R-6406	Easement #736698
BRUIN, Cornelius J. BRUIN, Triny S.A. 947 Bentpath Line, R. R. # 3 SOMBRA, Ontario N0P 2H0 Tenant: Bernard Kraayenbrink RR 1 Port Lambton, Ontario N0P 2B0	PT. N 1/2 LOT 10 & NE 1/4 LOT 9 CON. 11, TWP. OF SOMBRA COUNTY OF LAMBTON 947 Bentpath Line 25R-6404	Easement #735520
Dubois, Ivan Rolly Henri Higgs, Kenneth Wayne Higgs, Natasha June 835 Bentpath Line Sombra, Ontario N0P 2H0	PT. E 1/2 NW 1/4 LOT 9, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 835 Bentpath Line 25R-6405	Easement #735522
Shepley, Lorna 817 Bentpath Line, R. R. #3 Sombra, Ontario N0P 2H0	PT. W 1/2 NW 1/4 LOT 9, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 817 Bentpath Line 25R-6403	Easement #735523
LAJOIE, Bernard Joseph, LAJOIE, Barry Joseph LAJOIE, Brian Joseph, LAJOIE, Allan Joseph c/o Bernard Lajoie 639 Bentpath Line, R. R. # 3 SOMBRA, Ontario N0P 2H0 Ten.: Ron Van Damme R. R. # 4 WALLACEBURG, Ontario N8A 4L1	NW 1/4 LOT 8 & N 1/2 LOT 7, CON. 11 TWP. OF SOMBRA COUNTY OF LAMBTON 639 Bentpath Line 25R-6401 25R-6670	Easement #735526 Easement #750074

NAME AND ADDRESS OF LANDOWNER	LEGAL DESCRIPTION	REGISTRATION NUMBER
B & A Langstaff Ltd. c/o Brian Langstaff RR#2 3007 Bentpath Line Tupperville, ON, N0P 2M0	PIN 43391-0056	Easement #735492

SCHEDULE 5

TEMPORARY LAND USE AGREEMENT

In consideration of a down payment of _____ ---- XX /100 DOLLARS (\$), the undersigned, Owner, Tenant, (as the case may be) of part of _____ grants to DAWN GATEWAY PIPELINE LIMITED PARTNERSHIP (the "Company"), its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a parcel of land (the "said lands") more particularly described on the Sketch attached hereto and forming part of this Agreement, the said lands being immediately adjacent to and abutting the lands (the "said easement") for any purpose incidental to, or that the Company may require in conjunction with, the construction by or on behalf of the Company of a proposed NPS 24 Bickford to Dawn gas transmission pipeline, and appurtenances on the said easement including, without limiting the generality of the foregoing, the right to make temporary openings in any fence along or across the said lands and to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds. This Agreement is granted upon the following understandings:

- (a) The rights hereby granted terminate on December 31, 2011, the actual use of the land shall be from the beginning of construction until December 31st of the year following construction.
- (b) The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted and if the compensation is not agreed upon it shall be determined in the manner prescribed by section 100 of the *Ontario Energy Board Act, 1998*, S.O. 1998, c.15 Schedule B, as amended or any Act passed in amendment thereof or substitution there for;
- (c) As soon as reasonably possible after the construction of the aforesaid pipe line, the Company at its own expense will level the said lands, remove all debris there from and in all respects, restore the said lands to their former state so far as is reasonably possible, save and except for items in respect of which compensation is due under paragraph (b) and the Company will also restore any gates and fences interfered with around the said lands as closely as reasonably possible to the condition in which they existed immediately prior to such interference by the Company.
- (d) It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this indenture or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times

indemnify and save harmless the Owner 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 the Company shall not be liable under the Paragraph to the extent to which such loss, damage or injury is caused or contributed to by the gross negligence or wilful misconduct of the Owner.

The Company and the Owner agree to perform the covenants on its part herein contained.

DATED this _____ day of _____, 20__.

DAWN GATEWAY PIPELINE LIMITED
PARTNERSHIP

WITNESS:

Owner / Tenant:

**LETTER OF UNDERSTANDING
FOR LANDOWNERS ON THE PROPOSED
NPS 24 BICKFORD DAWN LOOP OF THE DAWN GATEWAY PIPELINE**

INTRODUCTION

It is the policy of Dawn Gateway Pipeline Limited Partnership (the “Company” or “Dawn Gateway LP”) that landowners affected by its pipeline projects be dealt with on a consistent basis that is fair to both parties. This Letter of Understanding represents the Company's commitment to that objective by providing a common framework within which negotiations for this project can take place. Dawn Gateway LP will therefore observe the following guidelines in its dealings with landowners on the NPS 24 Bickford Dawn loop of the Dawn Gateway Pipeline ("the project").

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The following matters are addressed in this Letter of Understanding and its appendices and schedules all of which form a part hereof.

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1. PIPELINE CONSTRUCTION PROCEDURES

Prior to construction, Dawn Gateway LP's project manager or designated agent shall visit with each affected landowner to review the timing of construction and discuss site specific issues and implementation of mitigation and rehabilitation measures in accordance with the provisions of this agreement.

(a) Prior to installing the pipeline in agricultural areas, the Company will strip topsoil from over the pipeline trench and adjacent subsoil storage area. All topsoil stripped will be piled adjacent to the easement and temporary land use areas in an area approximately 10 metres (33') in width. The topsoil and subsoil will be piled separately and Dawn Gateway LP will exercise due diligence to ensure that topsoil and subsoil are not mixed. If requested by the landowner, topsoil will be ploughed before being stripped to a depth as specified by the landowner.

The Company will strip topsoil across the entire width of the easement at the request of the landowner, provided also that a temporary right to use any necessary land for topsoil storage outside the easement is granted by the landowner.

Further, if the landowner so requests the Company will not strip topsoil with the topsoil/subsoil mix being placed on the spoil side of the easement on top of the existing topsoil.

At the request of a landowner a mulch layer will be provided between the existing topsoil and the stripped topsoil pile in situations where a crop is not present.

At the landowner's request, separation of distinct subsoil horizons such as blue and yellow clays shall be performed. Blue clays will be removed from the easement lands.

(b) The Company agrees to stake the outside boundary of the work space which will include easement, temporary work room, or topsoil storage areas. Where topsoil is to be stored off easement, the stakes will not be removed during the stripping operation. The stakes will be located at 30 metre (98.4 foot) intervals prior to construction. The intervals or distance between stakes may decrease as deemed necessary in order to maintain sight-lines and easement boundaries in areas of sight obstructions, rolling terrain or stream and road crossings. The Company will re-stake the easement limit for post construction tile work at the request of the landowner.

(c) On present and proposed agricultural lands, the Company will undertake appropriate survey techniques to establish pre-construction and post-construction grades with the view to restoring soils to pre-construction grade as reasonably practicable.

(d) The Company will ensure all construction practices and appropriate environmental mitigation measures will be followed to ensure a proper clean up.

(e) Whenever possible, all vehicles and equipment will travel on the trench line.

(f) The Company will not open more than 6.0 km. of trench line at a time.

(g) The Company will install the pipeline with a minimum of 1.2 metres of coverage. If the Company, acting reasonably, determines in consultation with the landowner and drainage expert that it is necessary to increase the depth of the Pipeline to accommodate facilities such as drainage, processes such as deep tillage, heavy farm equipment or land use changes, the Company will provide for additional depth of cover.

(h) At the request of the landowner topsoil will be over-wintered and replaced the following year. In these circumstances the Company will replace the topsoil such that the easement lands are returned to surrounding grade.

(i) During trench backfilling the Company will remove any excess material after provision is made for normal trench subsidence. The landowner shall have the right of first refusal on any such excess material. If trench subsidence occurs the year following construction, the following guidelines will be observed :

- (i) 0 to 4 inches - no additional work or compensation.
- (ii) Greater than 4 inches - the Company will strip topsoil, fill the depression with subsoil and replace topsoil. If it is cost effective the Company will repair the settlement by filling it with additional topsoil.

If mounding over the trench persists the year following construction, the following guidelines will be observed :

- (i) 0 to 4 inches - no additional work or compensation.
- (ii) Greater than 4 inches the Company will strip topsoil, remove excess subsoil and replace topsoil
- (iii) Should adequate topsoil depth be available, the mound can be levelled at the request of the Landowner

If the construction of the pipeline causes a restriction of the natural surface flow of water, due to too much or not enough subsidence, irrespective of the 4" level stated above, the Company will remove the restriction by one of the methods described above.

(j) If following over-wintering of the topsoil, return to grade and the establishment of a cover crop, there is identifiable subsidence in excess of 2 inches the Company will restore the affected area to grade with the importation of topsoil.

(k) The Company will also pick stones prior to topsoil replacement. The subsoil will be worked with a subsoiling implement, as agreed by the Company and the Landowner Committee. After topsoil replacement, the topsoil will be tilled with an implement(s) as agreed by the Company and the Landowner Committee. Stones 50 mm (2") in diameter and larger will be picked by hand and/or with a mechanical stonepicker. The subsoil on the easement will be tilled again as above.

(l) At the request of the landowner, the Company agrees to retain an independent consultant to carry out tests along the pipeline to monitor soils and crop productivity. As part of this testing, a soil specialist will conduct comparative compaction testing of the subsoils and NPK (nitrogen, phosphorus, potassium) testing and testing of PH levels on and off easement after construction. Global Positioning System (GPS) equipment may be used to identify all test locations. The Company further agrees to implement all commercially reasonable measures, where recommended by the soil specialist to remediate the soil.

(m) After the topsoil replacement, the topsoil will be tilled (see paragraph 1(k)) and stones picked. If requested by the landowner, the Company will cultivate the topsoil or make compensating arrangements with the landowner to perform such work. This request by the landowner must be made during the pre-construction interview in order to be co-ordinated with the construction process. After cultivation, the Company will pick stones again. If requested by the landowner, the Company will return in the year following construction and chisel plough or cultivate to the depth of the topsoil. When necessary to accommodate planting schedules, the landowners should perform cultivating and/or chisel ploughing themselves at the Company's expense, provided the need for this work has been agreed upon in advance (see Schedule of Rates attached).

(n) All subsoils from road bores will be removed.

(o) The Company will repair and restore all field drainage systems and municipal drains impacted by construction to their original performance and will be responsible for remedy, in consultation with the landowner, of any drainage problem created by the existence of the pipeline. The Company will be responsible for any defects in the integrity and performance of tile installed or repaired in conjunction with construction, operation or repair, provided the defects are caused by the Company's activities, faulty materials or workmanship. The Company guarantees and will be responsible forever for the integrity and performance of such tile as well as any other drain tile or municipal drain compromised by the Company's activities, including future maintenance operations and problems caused by the Company's contractors, agents or assigns. Where the landowner, acting reasonably, believes that there may be a drainage problem arising from the Company's operations, the Company will perform an integrity check on any tile construction/repair crossing the pipeline, and repair any deficiencies to the landowner's satisfaction.

All installations may be inspected by the landowner or his/her designate prior to backfilling where practicable. The Company will provide the landowner or his/her designate advance notice of the tile repair schedule.

The Company will retain the services of a qualified independent drainage consultant (the "Drainage Consultant"). The Drainage Consultant will work with landowners to develop plans and installation methods and, if the plan is implemented, the consultant will certify that the construction accords with the plan. The Drainage Consultant and the landowner will meet to develop a tile plan which will be approved by the landowner, including installation of a tile on each side of the easement to prevent standing water on the easement during construction if recommended by the drainage consultant. If prior to construction the Company is provided with these plans prepared by the Drainage Consultant and approved in writing by the landowner, the Company will install tile along the pipeline in the following situations:

1. If recommended by the Drainage Consultant in areas of numerous random tiles or systematic tiles that cross the pipeline easement, the Company will install header tiles (interceptor drains) adjacent to the easement as laid out in the plans. The downstream end of cut tile will be plugged. Such work will occur as soon as practicable, but prior to topsoil stripping operations. Any intercepted drains will be connected or plugged. The Company will attempt to minimize the number of tile crossing the pipeline easement.

2. In areas where drainage problems will be created as a result of the easement, the Drainage Consultant will develop a tile plan to mitigate these impacts provided that the landowner is agreeable to any works required for this installation.
3. Should the pipeline construction program clear lands adjacent to existing pipelines and as a result create a newly cleared area large enough to farm, the Company will, at the request of the landowner, develop a tile plan to drain the said area. The Company will install the tile in the newly cleared area, and install a drainage outlet that will enable the implementation of the said tile plan provided the cost of such work does not exceed the present value of the net crop revenue from the said area. The present value shall be calculated using the same crop value and discount rate used in the one time crop loss compensation calculation. The net crop revenue shall be derived by reducing the crop value by a negotiated input cost. The Company will accept drainage design solutions that include the use of a motorized pump, if the landowner releases the Company from all future operation and maintenance responsibilities for said pump. The Company will accept drainage design solutions that include outlet drains crossing adjacent properties, if the landowner obtains necessary easements or releases fully authorizing said crossings.
4. Drainage laterals will be installed after construction of the pipeline to provide easement drainage. Lateral and cross-easement tiles will be installed in the construction year as weather permits.
5. Other areas recommended by the Drainage Consultant.

If random tiles are encountered during construction they will be staked and capped, unless temporary piping is installed to maintain flow.

The Company will do the following to accommodate planned and future drainage systems in the Company's drainage and pipeline design. The Company will incorporate any professionally designed drainage plans obtained by the landowner for future installation. If the landowner intends to install or modify a drainage system but has not yet obtained professionally designed plans, the Company will hire a drainage consultant to develop an Easement Crossing Drainage Plan in consultation with the landowner.

In areas where topsoil has been stripped, and at the request of the landowner, the Company will complete post-construction tile installation and repairs prior to topsoil replacement.

The installation of tile shall be performed by a licensed drainage contractor. The Company will consult with the landowner committee and mutually develop a list of acceptable tile drainage contractors to be used during construction.

Header tiles will be installed using a trench method to ensure that all field tile are located and connected as required by the tile plan.

The Company will provide the landowner with the most recent specifications concerning tile support systems for existing tile across the trench. The method of support will be agreed upon between the landowner and the Drainage Consultant during the pre-construction visit.

The Company will provide the landowner with a copy of as-built drainage plans.

(p) Company will, unless otherwise agreed to with the landowner, ensure any water which may accumulate on the easement during construction will be released into an open drain or ditch, but not in a tile drain. This may, however, be accomplished through the installation of temporary tile. The Company will provide the landowner with a proposed temporary tiling plan for review. If the Company pumps into an existing tile with the landowner's permission, the water will be filtered.

(q) The Company shall replace or repair any fences which are damaged by pipeline construction in a good and workmanlike manner. In addition, the Company will reset any survey monuments which are removed or destroyed during pipeline construction.

(r) It is understood that the Company is required to adhere to all of the conditions set out in the Leave to Construct Order of the Ontario Energy Board and that the foregoing are additional undertakings that the Company has agreed upon with the landowners on the project. A copy of the conditions will be mailed to each landowner as soon as it is available.

(s) The landowner will execute a Clean-up Acknowledgment when he/she is satisfied with the clean-up operations described in Paragraph 1, (h) through (q). It is suggested that any tenant(s) who are affected by construction accompany the landowner to inspect the clean-up prior to execution of the Clean-up Acknowledgment. The Landowner Committee will be provided, for review, the form of documents required for landowner execution.

(t) Where private water or utility lines are planned to be interrupted, the Company will supply temporary service to the affected landowners prior to service interruption. In the case of accidental interruption, temporary services will be provided by the Company at the earliest possible opportunity.

(u) Where requested by the landowner, the Company will leave plugs for access across the trench to the remainder of the landowner's property during construction. Following construction, the Company shall ensure that the landowner shall have access across the former trench area and easement. Upon request of the landowner, the Company shall create a gravel base on filter fabric across the plug(s) and will remove same at the further request of the landowner.

(v) The Company, including its employees, agents, contractors and sub-contractors, will not use any off-easement culverts incorporated into Municipal Drains to provide access to the easement. Further, the Company will not use any laneway or culvert of the landowner without the landowner's prior written consent. In the event of such use, the Company will, at its own expense, repair any damage and compensate the landowner accordingly. The Company agrees to monitor and maintain private driveways that cross the easement for a period of 18 months after construction.

(w) The Company will restrict all construction activities to the permanent easement, temporary workspace and topsoil storage areas. Where additional lands are required for construction activities, the Company shall enter into a further temporary workspace agreement with the landowner and compensate the landowner as per the Compensation Schedule attached to the EB-2009-0422 Minutes of Settlement dated as of February 5, 2010.

(x) The Company's Landowner Complaint Tracking system shall be available to landowners for the proposed construction.

(y) The Company shall pay the costs of independent consultants satisfactory to both the landowner and the Company to resolve site specific disputes involving affected lands on a binding basis concerning the following:

- (i) The need for topsoil importation as in Clauses 1 i) hereof, respecting the existence of identifiable subsidence,
- (ii) The need for topsoil importation as in Clause 1 (z) hereof, respecting the establishment of crop losses in excess of 50%,
- (iii) The establishment of levels of compensation for specialty crops as in clause 5.2 hereof.
- (iv) resolution of future crop loss claims under s.5.2 (a) hereof.

In addition, in the event that a dispute arises between a landowner and the Company and such dispute cannot be resolved to the mutual satisfaction of the parties through discussion or referral to the joint committee established pursuant to paragraph 1(dd) below and Schedule 1 hereof, the Company may retain a mutually satisfactory independent consultant to assist in the resolution of the particular dispute.

(z) The Company will import 3 inches of topsoil to remedy any areas affected by construction that have crop losses in excess of 50 % in the fifth year following construction to be distributed in accordance with the following protocol regardless of the cause of the loss and without prejudice to the landowner's continuing right to compensation for losses in excess of those compensated for.

- (i) The Company will regrade the total width of the easement, including the designated area to level any ruts;
- (ii) The Company will import a quantity of topsoil equivalent to three (3) inches times the total area of the Land experiencing greater than 50% crop loss (the "affected area"). The topsoil will be of a quality described in paragraph 1(bb) below, dry and tested for the presence of soybean cyst nematode;
- (iii) The Company will spread the imported topsoil uniformly over the affected area to a maximum depth of three (3) inches on the affected area or as otherwise agreed to by the Landowner and the Company in a manner so as to not adversely affect the natural drainage of the Land or adversely impact on normal farming operations.

Alternatively, at the option of the landowner, if there is greater than 50% crop loss after five years, the Company will retain an independent soils consultant satisfactory to both parties to develop a prescription to rectify the problem. This may include the importation of topsoil.

(aa) The Company will perform compaction testing on and off the easement before and after topsoil replacement and provide the results to the landowner. Unless there is an agreement to the contrary, the Company will remediate any residual compaction in the subsoil prior to return of topsoil.

(bb) Any imported topsoil shall be natural, cultivated, medium loam, neither clay or sandy in nature, capable of heavy agricultural growths and be from a source approved by the landowner.

(cc) The Company will provide a copy of this Letter of Understanding and the environmental reports to the construction contractor.

(dd) The Company agrees to implement one joint committee for the NPS 24 Bickford Dawn pipeline under the terms of reference agreed to in Schedule 1 hereof.

(ee) The Company will ensure suitable passage and land access for agricultural equipment during construction.

(ff) Dawn Gateway LP shall provide the landowner with a map of the location of the pipeline on their property (to be included as Appendix B-1 to this agreement) and if necessary the parties will identify and agree upon in Appendix B-2 to this agreement site specific measures which will need to be developed to address any property issues created by the construction of the pipeline.

2 LIABILITY

The Company will be responsible for damages to property, equipment, and loss of time resulting from construction operations, and will pay for repairs or replacement costs. The Company will be responsible, and indemnify the landowner from any and all liabilities, damages, costs, claims, suits and actions except those resulting from the gross negligence or wilful misconduct of the landowner.

3. WATER WELLS

To ensure that the quality and quantity (i.e. static water levels) of well water is maintained, a pre, during and post construction monitoring program will be implemented for all drilled wells within 100 metres of the proposed pipeline, for all dug wells within 100 metres and for any other wells recommended by the Company's hydrogeology consultant. All samples will be taken by the Company's environmental personnel and analyzed by an independent laboratory. Their report will be made available to the landowner on or before the filing of the final post-construction monitoring report.

Should a well be damaged (quantity and/or quality) from pipeline installation/operations, a potable water supply will be provided and the water well shall be restored or replaced as may be required.

4. LAND RIGHTS

Land rights required for the pipeline construction include permanent interests such as pipeline easements (i.e. a limited interest in the affected lands) and may also include temporary land use agreements. The Company agrees that it will not surrender any of its permanent rights or be released from any of its obligations in the easement lands unless an agreement to the contrary has been made with the landowner. In making payment for land rights directly to the registered owner of the affected lands, the owner is responsible to ensure his/her tenant is aware of the terms of the easement or temporary land use agreement and this Letter of Understanding.

Consideration for land rights will be based on appraised market value of the affected lands. In determining the appraised market value, independent accredited real estate appraisers are retained by the Company who must observe the standards established by the Appraisal Institute of Canada. If agreement on the consideration for land rights cannot be reached, the Company will pay for a second report by a qualified appraiser who is chosen by the landowner provided the appraiser and the terms of reference for the appraisal report are mutually acceptable to the landowner and the Company. If consideration for land rights still cannot be agreed upon, the matter would be determined at a compensation hearing and the Company's offers would not prejudice either parties' presentation at the hearing.

4.1 EASEMENTS

Pipeline easements convey a limited right in an owner's land for the construction, operation, maintenance and repair of a pipeline. The owner retains title to the right-of-way lands with a restricted right to use the easement. The Company will pay a consideration for easements based upon 100% of the appraised market value of the lands required which includes a premium as an incentive for settlement. Payments for easements will be made in one lump-sum or will be amortized over 10 years using the current Canada Savings Bond (CSB) rate, at the option of the landowner.

4.2 TEMPORARY LAND USE AGREEMENTS

Consideration is also paid for temporary use of landowners' property required in connection with the project. This lump sum payment for use of these lands is based upon 50% of the appraised market value for agricultural lands. Payment for Disturbance damages will also be made on the basis of 50 percent of the values described in 5.1 below and Appendix "A" hereto. The Comparative Crop Option and One Time Payment with Cover Crop Option 5.2 below is available for temporary land use lands in agricultural areas. For non-agricultural or development lands, an annual payment is offered based on the market value multiplied by the current CSB rate. Temporary land use will be required for at least a two year period, being the year of construction and the following year to allow for clean-up and restoration activities. Should activities extend beyond the two year period, payment will be negotiated on an annual basis. Although every effort will be made by the Company to identify temporary land use areas required, in certain instances either before or during construction, additional temporary land use may be identified and compensation will be as outlined above.

Temporary land use payments do not include those lands used for top soil storage adjacent to the right-of-way for which compensation will be paid as set out in Appendix A

5. DAMAGE PAYMENTS

Compensation for damages can be grouped under two headings, namely, Disturbance Damages, and Construction Damages. Disturbance and Construction damage payments will apply to both easement and temporary land use and will be based upon the areas of the proposed pipeline easement and temporary land use.

5.1 DISTURBANCE DAMAGES

Disturbance Damages are intended to recognize that pipeline construction will result in some unavoidable interference with active agricultural operations and certain other uses of affected lands. This may include lost time due to negotiations and construction, inconvenience to the farming operations, restricted headlands, interrupted access, extra applications of fertilizer, temporary storage of top soil off easement. Other land uses may qualify for Disturbance Damages which are site-specific in nature and recognize the particular circumstances of the use being interfered with. The Company will negotiate with the affected owner to address these site-specific issues. Dawn Gateway LP shall pay additional compensation in respect of property amenities (including, but not limited to, residences, barns, farm yards, tree rows, etc.) and non-agricultural land uses affected and, if agreement cannot be reached, the landowner reserves his or her right to arbitrate the amount of compensation.

5.2 CONSTRUCTION DAMAGES

(a) CROP DAMAGE

There are two options available to landowners for compensation of crop damage. A Comparative Crop Program, or a One Time Payment program with a Cover Crop Option. These are described below.

OPTION ONE: Comparative Crop Program

In the "Comparative Crop Program" the Company will monitor crop yields on and off right-of-way to compensate for any reduction in yield which is attributable to the pipeline construction and any related effects (i.e. thermal effect) and will follow a damage claim settlement program as follows:

First Year (Construction Year) - Pay 100% of crop damage on all permanent and temporary easements, topsoil storage areas, gored areas and adjoining affected lands.

Second to Fifth Year - The crop loss compensated applies only to easements and temporary land use areas. It will be based on results obtained from a consulting agronomist retained by the Company; any other testing must be approved by the Company . The agronomist will determine any difference in crop yields on and off the easement/temporary land use areas (percent crop loss) and the Company will compensate for such crop losses at prevailing rates.

Sixth Year - In the sixth year, at the landowner's discretion in consultation with the Company, the "Comparative Crop Program" may remain in effect, or the landowner may offer to accept a lump sum payment from the Company, and the landowner will sign a Full and Final Release. The lump sum payment will be the sixth year percent crop loss plus net present value of future years' losses. Net present value of future years' losses will be based on the percent crop loss in the sixth year multiplied by the average price per acre on crops grown in the prior six (6) year period divided by the current CSB rate. For example:

Present Value = Payment / Interest

Thus, Lump Sum =

(Sixth Year % Crop Loss) +

$$\frac{(\% \text{ Crop Loss} \times \text{Average Crop Price Per Acre} \times \text{Acreage})}{\text{CSB Rate}}$$

Example: 20% crop loss over 1 acre area; average crop price \$ * /acre

$$(.20 \times \$ * \times 1.0) + \frac{.20 \times \$ * \times 1.0}{.105} = \$ ** \text{ (Lump Sum Payment)}$$

It is understood and agreed that landowners will use good farming practices in the cultivation of their lands to mitigate any ensuing damages to the best of their ability. The Company will provide crop restoration recommendations following the completion of construction to assist landowners in rehabilitating the affected lands and will compensate them for any expenses over and above normal farm management of the easement while carrying out these recommendations. Where a landowner has followed these recommendations to the best of their ability, and is still participating in the "Comparative Crop Program" the Company will, at its expense, retain agricultural specialists to offer advice and assistance in restoration procedures.

If the landowner chooses the Comparative Crop Program, the Company will also monitor and compensate for any decrease in the price obtained for the whole field crop as a result of differences in grade, quality, condition or moisture content between the crop on the right-of-way and the crop on the landowner's property that is off the right-of-way, but this provision shall not apply if the One Time Payment Program is chosen.

Pasture Lands - If the affected lands are being used for pasture, the landowner may wish to select the following option in lieu of the 5 year crop monitoring described above. Any unbroken pasture area involved will be reseeded by the Company or on mutual agreement, by the landowner who will be compensated for the reseeding. Pasture area will be paid at 100% loss for a two year term, being the construction year and the year following construction to allow the affected area to establish growth. At the end of the two year period, if the pasture has been established, a Full and Final release will be requested from the landowner. If the pasture has not yet been established, compensation will continue to be paid at 100% loss until such time as the pasture has been established, at which time a Full and Final Release will be signed by the landowner.

OPTION TWO: One Time Payment With Cover Crop Option

As an alternative to the foregoing damage programmes, the Company will offer landowners a one-time settlement on the area of the permanent easement and temporary land use areas, for a Full and Final Release on future crop loss, trees, stone picking beyond the year following construction, cover crops, inspection, consulting time and general damages of any nature whatsoever. Payment is normally made after construction but can be made at the time easement agreements are executed. Notwithstanding that the landowner will have executed a Full and Final Release for crop damages either before or after construction, should productivity loss exceed the percentages paid through the "One Time" Program in any year following construction and the landowner has not been (or is not being) compensated for crop loss under the terms of an existing crop loss compensation program with

the Company, the Company will reimburse the landowner for the difference calculated by applying the percentage loss to the landowner's actual gross return in the year and deducting the compensation received for that year under the "One Time" program. It will be incumbent upon any landowner making this type of claim to advise the Company in sufficient time to allow for investigation of the matter and completion of the required samplings. Alternatively, at the option of the Landowner, upon provision of advance notice to the Company to permit opportunity for inspection, GPS data may be utilized to establish yield reductions for the purpose of any applicable "top up", provided that the Company is not responsible for installing GPS units or survey equipment if necessary. In the event that the landowner selects this option, the landowner must provide all necessary GPS documentation related to the entire farm field in question, including, but not limited to, maps, computer print-outs and formula to determine field averages.

Example Third year crop loss under "One Time" Program = 50%.

Actual crop loss following investigation and sampling = 60%.

Difference payable to landowner - 10%).

For any land used outside the permanent easement, the Company will pay 100% damages for any crops destroyed during the construction year and pay damages for future crop loss on an "as incurred" basis.

This option does not apply to specialty crops. Damages to specialty crops, i.e. tobacco, produce, registered seed variety, will be reviewed and compensation negotiated on a site specific basis and paid on a yearly basis as a specialty crop rotation.

In addition to the one time payment, the landowner may request a cover crop rehabilitation program for cultivated lands. Under this program the landowner will plant alfalfa/sweet clover or other restoration crops approved by the Company on the easement and his/her normal crop in the remainder of the field for up to three years. The initial cost of tillage and planting will be paid by the Company as determined by "Economics Information", published by the Ministry of Agriculture and Food. The cost of seed planted over the easement will be compensated upon presentation of an invoice for same. This cover crop program does not apply for tobacco crops.

(b) WOODLOTS AND HEDGEROW TREES

All woodlots and hedgerow trees to be cut will be appraised by a qualified forester retained by the Company. The forester will contact the landowner before entry on their property. Copies of appraisal reports will be made available to affected landowners and payment will be made in accordance with the reports.

If requested by the landowner, evaluation of trees in woodlots will be based on the accepted practice as outlined on Schedule 1 hereto.

The evaluation of trees for aesthetic values, will be carried out by qualified professionals according to standard principles as outlined in Schedule 2 hereto. Compensation for trees evaluated in this manner shall be set out in Appendix "B" to this document.

The Company reserves the right to use trees for which it has paid compensation. At the landowner's request, any remaining logs will be cut into 10 foot (3.05 metre) lengths, lifted and piled adjacent to the easement.

As an alternative to the forester's appraisal, the landowner may accept "Option Two: One Time Payment With Cover Crop Option " (see page 11-12) in lieu of the woodlot evaluation.

Tree plantations (Christmas trees and nursery stock) will be appraised separately.

Prior to the start of construction, the following options will be discussed with the landowner, and the most appropriate option selected:

Option 1: The land will be completely cleared for construction with all stumps and brush removed so that the land can be cultivated.

Option 2: At the Company's expense, all vegetation on the construction area will be cut with brush cutters or sprayed regularly so that brush or trees will not grow again.

Option 3: The Company will maintain a 6 metre strip over the pipeline which will be kept clear by cutting the brush or spraying. The remainder of the easement will be allowed to reforest naturally or can be reforested by the landowner.

The Company has established a policy to replant twice the area of trees to those which are cleared for pipeline projects. Landowners whose woodlots are to be cleared may apply in writing to the Company should they wish to participate in this programme. Tree seedlings will be replanted on the right-of-way or within the landowner's property using species determined in consultation with the landowner. Replanting must be done in accordance with the Company's policies regarding tree planting on easements so that a 6 metre strip centred on the pipeline is left open for access to the pipeline.

For hedgerows the Company will implement the following practice: If a tree in excess of six (6) feet is removed a six (6) foot replacement tree will be supplied; if a tree less than six (6) feet in height is removed, a similar sized tree will be supplied. The Company will warrantee such trees for a period of three years following planting, provided the landowner waters the tree as appropriate after planting.

The only exception to the non-planting of the 6 metre strip is that with permission, trees may be planted as a crop (nursery stock), provided that no tree is permitted to grow higher than 2 metres in height, and the species are of a shallow rooting variety. The use of hydraulic spades within the 6 metre strip is prohibited.

(c) GENERAL MATTERS FOR DAMAGES

As damage payments are made directly to the registered landowner, the landowner is responsible for making any compensation to his/her tenant for any matters included in the damage payment from the Company.

The Landowner(s) in consideration of this settlement, covenants and represents that this settlement and the relevant easement agreement or option for easement, as the case may be will be made known to any occupant, tenant or lessee of their lands.

Where damage settlements cannot be negotiated, the Company or the landowner may apply to the Board of Negotiation or Ontario Municipal Board to settle unresolved claims. It is further understood and agreed that the landowner's executing our easement, is without prejudice to his/her position in negotiation of damages following construction of the pipeline and the aforementioned settlement arrangements will be in full effect.

6. POST-CONSTRUCTION AND PIPELINE OPERATIONS ISSUES

6.1 WEED AND BRUSH CONTROL IN NON-CULTIVATED AREAS

The pipeline easement through woodlots will be brushed out on a regular basis either within a 6 metre strip centred over the pipeline or across the full width of easement which was initially cleared for construction. The width of clearing will be discussed with landowners prior to work commencing.

At the choice of the landowner, the easement can be replanted with trees provided no planting takes place within a 6 metre strip centred over the pipeline. Landowners are reminded that the Company must be notified five days prior to any excavation taking place on the easement and that such excavation must be under the direction of a Company inspector, in accordance with the easement agreement.

The Company will work with the Landowner to ensure that weeds are controlled along the pipeline. Weeds will be sprayed or cut after discussion with the landowner. The Landowner will be provided with a contact name in the event that concerns are experienced with weeds.

6.2 DAMAGES FROM PIPELINE OPERATIONS

Prior to scheduled excavation for maintenance work, top soil shall be stripped and piled separately from subsoil.

Pipeline maintenance shall be scheduled to accommodate crop planting, growing and harvesting, however, in the event maintenance work results in crop damage, the Company shall negotiate crop damage settlements.

Any work on existing pipelines will be carried out using current practices.

The parties agree that Dawn Gateway will use Union Gas Limited's form of Integrity Dig Agreement (as next amended by Union Gas Limited in or about 2010-2011, and thereafter as amended and updated from time to time by Dawn Gateway LP in accordance with industry practice) for any integrity and maintenance operations to be undertaken on either the St. Clair portion or Bickford Dawn portion of the Dawn Gateway pipeline.

6.3 ABANDONMENT

Upon the abandonment of the pipeline (as determined by the Easement) , the affected lands shall be returned as close as possible to its prior use and condition with no ascertainable changes in appearance or productivity as determined by a comparison of the crop yields with adjacent land where no pipeline was installed, provided that there shall be no additional compensation for crop loss to the landowner under the Comparative Crop Program 5.2 (a) OPTION ONE or the One-Time Payment with Cover Crop OPTION TWO but without prejudice to any continuing right of the landowner to “ top up ” compensation pursuant to the provisions of Section 5.2 (a) hereof.

The Company, in consultation with the landowner or third parties as required, will determine a reasonable and appropriate course of action to rectify any deficiencies.

6.4 DEPTH OF COVER

At the request of the landowner, the Company shall undertake a depth of cover survey of the Pipeline, and shall provide its findings to the landowner. Where it is determined that cover over the Pipeline is

less than three feet, The Company shall restore depth of cover to three feet with the importation of topsoil or by lowering the pipe.

6.5 STONEPICKING

The Company shall, at a time satisfactory to the landowner, pick stones 50 mm (2”) or larger in diameter by hand/or with a mechanical stone picker in each of the first two years following construction. The Company shall, at a time satisfactory to the landowner, return to pick stones 50 mm (2”) or larger in the following years where there is a demonstrable need.

7. GORED LAND

The Company agrees to pay landowners the 100 % annual crop loss component as provided In the One Time Payment with Cover Crop Option hereof, or in the case of specialty crops as provided in Clause 5.2 hereof for agricultural lands rendered not useable as a result of the construction of the pipeline and clean-up following construction.

8. TESTING FOR SOYBEAN CYST NEMATODE

In consultation with the landowner, the Company agrees to sample all agricultural easements along the pipeline route of this project, before construction, and any soils imported to the easement lands for the presence of soybean cyst nematode (SCN) and provide a report of test results to the landowner. In the event the report indicates the presence of SCN, the Joint Committee will work with OMAFRA and the University of Guelph to develop a best practices protocol to handle SCN when detected and will employ the most current best practice at the time of construction. The Company will also test for SCN whenever it is conducting post-construction soil tests.

9. INDEPENDENT CONSTRUCTION MONITOR

An independent construction monitor shall be appointed by Ontario Energy Board Staff, the Company and GAPLO-Union (Dawn-Gateway) which is a voluntary association consisting of landowners who have granted easements to the Company for the construction of the Dawn Gateway Pipeline. The monitor shall be on site continuously to monitor construction with respect to all issues of concern to landowners, and shall be available to the landowners and the Company at all times. The monitor shall file interim and final reports with the Ontario Energy Board. Any further definition of the job description and role of the construction monitor is to be determined and agreed by GAPLO-Union (Dawn Gateway) and Dawn Gateway LP. The construction monitor will be a part of the construction team, report to the Joint Committee, and assist the construction team with the identification and resolution of issues. A mutually agreeable person will be selected to the role..

10. INSURANCE

Upon request by the landowner, the Company will provide insurance certificates evidencing at least five million dollars in liability insurance coverage.

11. COMPENSATION LEVELS

The levels of compensation applicable to your property are set out in Appendix "A" and are based upon the criteria set out above. Kindly sign the second copy of this Letter of Understanding and initial all Appendices to indicate your acceptance of our arrangements.

12. ASSIGNMENT

All rights and obligations contained in this agreement shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto respectively; and wherever the singular or masculine is used it shall, where necessary, be construed as if the plural, or feminine or neuter had been used, as the case may be.

The Company shall not assign this agreement without prior written notice to the landowner and, despite such assignment, the Company shall remain liable to the landowner for the performance of its responsibilities and obligations in this agreement.

Yours very truly,
Dawn Gateway Pipeline Limited
Partnership

Dated at _____, Ontario this _____ day
of _____, 20_____.

Witness:

(
(_____
(Landowner
(
(
(_____
(Landowner

NPS 24 Bickford Dawn Loop of Dawn Gateway Pipeline

APPENDIX "A": SETTLEMENT

Property No. _____, Landowner(s): _____

The parties to this Letter of Understanding dated the ____ day of _____, 2010, in consideration of making this settlement have summarized below all the obligations, claims, damages and compensation arising from and for the required land rights and the pipeline construction across the Landowner(s)' property, namely _____.

(Check all applicable items of compensation)

Yes No

LAND RIGHTS

- | | | | | | |
|--------------------------|--------------------------|-----|----------------------------|------|-----------|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) | Easement @ | \$ * | per acre. |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) | Temporary Land Use @ | \$ * | per acre. |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) | Topsoil Storage Land Use @ | \$ * | per acre. |

DAMAGES

- | | | | | | |
|--------------------------|--------------------------|-----|---------------|------|-----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) | Disturbance @ | \$ * | per acre of easement. |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) | Disturbance @ | \$ * | per acre of Temporary Land Use |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) | Disturbance | \$ * | per acre for Topsoil Storage Area |

(d) Crops

- | | | | |
|--------------------------|--------------------------|---------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Comparative Crop Program: | (See section 5.2(a)) |
| <input type="checkbox"/> | <input type="checkbox"/> | One Time Payment @ | \$ * per acre of easement. |
| <input type="checkbox"/> | <input type="checkbox"/> | One Time Payment @ | \$ * per acre of Temporary Land Use |
| <input type="checkbox"/> | <input type="checkbox"/> | Cover Crop Program: | (See section 5.2(a) – typically decision made after construction |
| <input type="checkbox"/> | <input type="checkbox"/> | Top Soil Storage | \$ * per acre in year of construction and as incurred in years after construction |

OTHER (IN LIEU OF “ ONE TIME ”)

- | | | | | |
|--------------------------|--------------------------|-----|-----------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (d) | Pasture Lands @ | (See OPTION ONE – Comparative Crop Program) |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) | Woodlots | (See section 5.2(b)) |

OBLIGATIONS

- | | | | |
|--------------------------|--------------------------|-------------------------------|---|
| <input type="checkbox"/> | a) | This Letter of Understanding. | |
| <input type="checkbox"/> | <input type="checkbox"/> | b) | Attached as Appendix "B" any other special requirements or compensation issues. |

Initialed for identification by owner(s): _____.

Approval (Dawn Gateway Pipeline Limited Partnership): _____.

NPS 24 Bickford Dawn Loop of Dawn Gateway Pipeline

APPENDIX "B-2" SETTLEMENT

Property No.:_____, Landowner(s):

NPS 24 Bickford Dawn Loop of Dawn Gateway Pipeline**SCHEDULE 1****Landowner Relations and Terms of Reference of Joint Committee**

In addition to Wet Soils Shutdown issues, the Joint Committee's purpose is to:

- i) provide a mechanism to address issues/concerns that arise during and following construction including concerns related to wet soil shutdown decisions made by the Company;
- ii) provide a brief overview of issues/concerns raised during and following construction; and,
- iii) consider which items should be included in a Post Construction Report.

The objective of the Joint Committee is to provide:

- i) a vehicle to address issues/concerns which arise during and following construction;
- ii) deal with any unforeseen circumstances which may arise during or following construction; and,
- iii) an opportunity for landowners to comment on how the Company might improve future construction practices.

In reviewing the foregoing, the types of issues which may be addressed are as follows:

- i) landowner concerns that arise during and following construction;
- ii) unusual or unanticipated impacts of the construction process which show up only after construction is completed;
- iii) methods of anticipating and avoiding these circumstances in the future; and,
- iv) review of ongoing construction practices and procedures which in the view of the landowners might be improved in future construction.

Duration of the Joint Committee

- i) The Joint Committee shall be formed during the year of construction in advance and prior to the commencement of construction. The landowners shall be responsible for recruiting the landowner members and advising the Company thereof. The Committee shall continue for a period of two (2) years from the date of commencement of construction and so long thereafter as the Committee determines is necessary.

Committee Make-Up

- i) The Joint Committee will consist of the two representatives from the GAPLO-Union (Dawn Gateway) committee team and three representatives from Dawn Gateway. The construction monitor will attend any joint Committee meetings and will be an advisor to the Joint Committee.

Payment to Landowner members

- i) The Company will pay, prior to construction, to each GAPLO-Union (Dawn Gateway) landowner who is a member of the Joint Committee at his or her direction a total payment of \$ * plus G.S.T. as an honorarium for their participation on the committee.

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SCHEDULE 2

WOODLOT EVALUATION

At the time of signing of the Letter of Understanding the landowners with woodlots will be given 3 options.

1. take a one time full and final for the total easement.
2. take a one time full and final for that portion of the easement in agricultural land, and have the woodlot evaluated separately.
3. take the crop monitoring program and have the woodlot evaluated separately.

Woodlots will be assessed in the following manner:

A forestry consultant will cruise the woodlot to determine the amount of volume which could be harvested on a periodic basis from the woodlot under sustained yield management.

This volume will then be determined on an annual basis.

Current sale prices will then be given to this volume to determine an annual amount which could be harvested from the woodlot.

This value will then be present valued using the same formula as the one time payment option.

SCHEDULE 3

AESTHETIC TREE EVALUATION

The following procedure would be followed where a landowner wishes to have trees on his property evaluated for aesthetic values.

During discussions for the Letter of Understanding, the landowners would identify the trees he wishes to have evaluated for aesthetic purposes.

The Company would contract a qualified person to complete an evaluation of the trees.

The landowners would be paid the evaluated price for the trees in addition to other payments.

If trees are less than 5 inches in diameter replacement of the trees may be considered in lieu of a payment.

If the landowner disagrees with the Company’s evaluation a second evaluation may be completed using the same criteria as the original evaluation.

EVALUATION CRITERIA

A four part evaluation criteria will be completed for aesthetic trees:

Tree Value = Basic Value x Species Rating x Condition Rating x Location Rating

Basic value is estimated without consideration of condition, species or location. It is calculated by multiplying the cross-sectional area of the tree trunk by an assigned value per square inch of trunk area. (in 1983 this value was \$ *)

Species rating is a percentage rating based on the relative qualities of the tree species.

Condition rating is a percentage rating based on the health of the tree.

Location rating is a percentage rating based on the location of the tree.

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SCHEDULE 4

Schedule of Rates for Work
Performed by Owners of Land

Typically all work will be done by the Company. In the event that landowners perform work on behalf of the Company, at the Company’s expense, the Company will remunerate the landowner in accordance with the following;

- 1. Stonepicking - \$ _ per hour/per person picking by hand
- \$ _ per hour for use of tractor and wagon
- 2. Chisel Plowing - \$ _ per hour
- 3. Cultivation - \$ _ per hour
- 4. Tile Inspection - \$ _ per hour *

* Payment for Tile Inspection is for those hours spent inspecting tile at the request of the contractor.

NPS 24 Bickford Dawn Loop of Dawn Gateway Pipeline**SCHEDULE 5****Wet Soils Shutdown**

The following sets out the Wet Soils Shutdown practice of the Company for pipeline construction, repair and maintenance on agricultural lands.

Wet Soils Shutdown issues shall be decided by the Joint Committee with the assistance of the construction monitor as required.

While constructing the Company's pipeline the Company's senior inspectors inspect right-of-way conditions each day before construction activities commence for that day. If, in the judgment of these inspectors or other Company representatives and other members of the Joint Committee with the assistance of the construction monitor, the right-of-way conditions on agricultural lands are such that construction would have an adverse affect on the soils due to wet soils conditions, the contractor is prohibited from starting construction activities. The inspectors/other Company representatives and other members of the Joint Committee with the assistance of the construction monitor shall consider the extent of surface ponding, extent and depth of rutting, surface extent and location of potential rutting and compaction (i.e., can traffic be re-routed within the easement lands around wet area(s)) and the type of equipment and nature of construction proposed for that day. The wet soil shutdown restriction would be in effect until, in the judgment of the Company representatives and other members of the Joint Committee with the assistance of the construction monitor, the soils would have sufficiently dried to the extent that commencing construction activities would have no adverse affects on the soils.

Wet soils shutdown is a routine part of the Company's normal management process for pipeline construction activities. In recognition of this, the Company budgets for and includes in contract documents, provisions for payment to the pipeline contractors for wet soils shutdown thereby removing any potential incentive for the contractor to work in wet conditions.

In addition, the Company's inspection staff and the Joint Committee with the assistance of the construction monitor are responsible for ensuring that construction activities do not occur during wet soils shutdown. This would include shutting down construction activities if soils became wet during the day.

It should, however, be recognized that there may be situations when construction activities cannot be carried out during the normal construction period due to delays in project timing and it may become necessary to work in wet conditions in the spring or fall of the year. Where construction activities are undertaken by the Company in wet soil conditions (as determined by the monitor), additional mitigation measures may be put in place to minimize resulting damages. Mitigation measures may, where appropriate, be developed by the Company on a site specific basis and may include avoiding certain areas, full easement stripping, geotextile roads, the use of swamp mats, or the use of other specialized equipment where deemed appropriate by the Company. The Company will authorize work in wet soils conditions only when all other reasonable alternatives have been exhausted.

Where construction activities are undertaken by the Company in wet soil conditions (as determined by the monitor), the Company shall pay to the landowner 150% of disturbance and crop loss damage compensation on the area affected by the activities (area also to be determined by the construction monitor). The 150% payment applies only once to any one area; on areas where the 150% payment is applied, the landowner forfeits the right to top-up of crop loss damages under the L.O.U.. The 150% payment does not affect the landowner's right to topsoil replacement where crop loss exceeds 50% in the fifth year following construction.

Schedule 9
Permitted Pre-Construction Activities

2010 Pre-Construction Work Activity	Start Date (approximate)	End Date (approximate)
ROW Staking* (Surveyor access, place wooden stakes/flag at limits of easement and TLUs)	March 8, 2010	June 11, 2010
Tree Clearing* (Vehicle/equipment access, pruning and/or removal of trees, shrubs, etc from easement/TLU, logs stacked, scrub burned)	March 15, 2010	April 15, 2010
Pre-Construction Tile (Landowner consultation, installation of tile at specified locations around work areas)	To be determined in consultation with Landowner directly	
SCN Assessment (Taking of soil samples along ROW)	March 15, 2010	April 30, 2010
Archaeological Assessment* (Representatives from archaeological firm walk and assess work areas for artifacts)	March 15, 2010	May 28, 2010
Terrestrial/Aquatic Survey (Environmental consultants access, review of drains/watercourses and other natural areas for species at risk)	March 15, 2010	April 30, 2010

* This work may not be necessary on all Landowner properties, and it will only be undertaken as needed.

SCHEDULE 10
Dawn Gateway/Gaplo-Union Landowner Committee Meeting
Site Specific Issues

February 3, 2010

Oaks Inn, Kent Room, Wallaceburg

Gaplo-Union(GU):

Rick Kraayenbrink, Bernard Kraayenbrink, Pat Murphy, Wayne Annett

Dawn Gateway (DG):

Merv Weishar, Gerry Mallette, Ken McCorkle.

LANDOWNER CONCERNS BY PROPERTY

1. Fish:

- DG proposed new easement overlapping the south side of the existing Union Gas Pipeline Easement. Rick Fish in agreement. GU Committee will support this proposal
- DG agrees to repair any subsidence and erosion over existing UG pipeline.
- DG proposed access has been agreed upon by the landowners.
- DG has a well monitoring program as per the LOU (Page 7, Article #3)
- Compensation for new easement area as per the settlement agreement
- Further discussion for additional Temporary Land Use, if required.
- Revised aerial sketch required.

2. Terry Harris:

- Tiling concerns to be addressed by the Tiling Consultant as per the LOU.

3. Gord Duffy:

- Cattle grazing and pasture area to be addressed, as per the following;
 - a) Re-locate cattle
 - b) Run a wire fence both sides of the easement with a crossing for cattle and equipment (may require a 3 day window for access to the south side)
 - c) Supplement hay - north side to compensate for alternate use
- Tiling concerns to be addressed by the Tiling Consultant as per the LOU.

4. Jim Duffy:
 - Request construction activities will work around existing gas line near property.
 - Cathodic Protection test head to be removed from the field (between Lot Line 21 & 22)
 - Tiling concerns to be addressed by the Tiling Consultant as per the LOU.
5. Fred Jennings:
 - Tiling concerns to be addressed by the Tiling Consultant as per the LOU.
6. Brian Langstaff:
 - Upon OEB approval, DG will meet to determine best option regarding tree removal
 - a) Site review with Landowner to determine trees to be removed or the option of moving top soil to north side
 - b) Landowner to remove trees by April 15, 2010
 - c) If necessary, the contractor will remove trees - wood to Landowner
 - Landowner offered use of culvert on the west side for access to easement. DG agrees to remove the culvert if utilized during construction
7. Higgs/Dubois:
 - DG intends to bore the property, but requires the option to open cut.
 - a) If Fox Snake is a non-issue, the easement will be open cut.

NOTE: If open cut scenario is utilized, DG will develop a landscape and reforestation plan in consultation with the Landowner- replacement based on the LOU.
(Pat Murphy to set up a meeting with DG to discuss further)
 - b) If the property cannot be bored, the easement area will be open cut.
8. Bill Bowsher:
 - DG agrees to relocate and/or replace horse shelter from existing easement area.
(Tom Highfield to arrange Landowner meeting to determine location and timing)
 - At Landowner request, horses can be relocated during construction
 - Landowners access to be provided during construction
9. Crawford/Crowe:
 - DG proposed new easement overlapping the south side of the existing Union Gas Pipeline Easement from Sydenham River to the westerly limit of field
(GU Committee will recommend and support this new route - Payment as per compensation schedule) Revised aerial sketch required.
(Tom Highfield to set up a meeting to discuss further)

10. Cory Bruin:

- DG requires additional Temporary and Gored land (payment as per Compensation Schedule)- Tenant requires access over easement to south side of field
- Access laneway to be along west edge of property, as per Tenant request
- Extraneous soils to remain on Landowners property – discussion to follow.
- Revised aerial sketch required

11. Tekoa Farms Ltd.(Bernard Kraayenbrink):

- Landowner requires access to south side (DG to accommodate)
- Gored land – by drainage ditch/triangular shapes (area to be measured)
- Landowner requests well to be capped (DG to review and advise)
- Landowner to provide DG with additional access if required

12. Pat Murphy:

- Access required over easement to south field
- Tiling concerns to be addressed by the Tiling Consultant as per the LOU

13. Marvin Bastow:

- DG may require additional Temporary due to gas wells as noted by landowner
- NOTE: 3 wells and gathering pipelines on property (BP sites)

14. Wayne Annett:

- DG to confirm easement location around Union Gas Station site (Lot 23)
 - Gored land – north side of easement to ditch (area to be measured)
 - Revised aerial sketch required
- NOTE: Landowner mentioned ditch removed – temporary may not be required

15. Tom Highfield:

- Tiling concerns to be addressed by the Tiling Consultant as per the LOU
- NOTE: main running into easement – area of floodplain