	Province of Ontario	Document General Form 4 - Land Registration Reform Act	i CAKEware Inc. (416) 367-0600 08/1993 i	Filed: 2011-09-29 EB-2011-0323 Exhibit D Tab 1 Schedule 3				
¥2		(1) Registry Land Titles 🚽 (3) Property Black Pr Identifier(s) Black Pr	(2) Page 1 of g pages roperty Addition	- Page 1 of 12				
	FOR OFFICE USE ONLY	(4) Nature of Document Application to Register Notice of	Schedule L					
	E CONTA	(6) Consideration No dollars	Dollars \$ 0.00					
		(6) Description						
	New Property Identifiers	iltional: Ieduia						
	Executions	itilonal: Contains (a) Redescription New Essement Plan/Sketch	b) Schedule for: Additional Description Perties Dothe	, d				
	(8) This Document provides as follows:	ving an unregistered estate, right, interest or o nder Section 7:1 of the Land Titles Act for th , 20 made between and Enbridge		$\prec$				
	Easement dated the day of	, 20 made between and Enbridge	Gas Distribution inc.					
				8				
	a	2	*					
	we construct the second s							
	(9) This Document relates to instrument numb							
	(10) Partylies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signat Y M					
	(TRANSFEROR)			-				
	(11) Address for Service			$\Box$				
	(12) Pertylies) ISet out Status or Interest) Name(s)	ure D						
	ENBRIDGE.GAS.DISTRIBUTION	INC						
	By-lts-Agent:		•					
	(TRANSFEREE) (13) Address for Service Attn: Land Services	, P.O. Box 650, Scarborough, Ontario M1K 5	E3	_				
	(14) Municipal Address of Property	(15) Document Prepared by: Enbridge Gas Distribution Inc.	Fees and Tax Registration Fee	4				
		Enbridge Gas Distribution Inc. Attn: Land Services 101 Consumers Drive Whitby, Ontario L1N 1C4	CE CE					
		6012TEMPLATE		_				
			Total					

• •	titonal Property Identifier(s) and/or	Schedule Form 5 - Land Registration Reform Act	CAKEware Inc. 1418) 367-0800 S 08/1993 bage <u>2 of 10</u>	Filed: 2011-09-29 EB-2011-0323 Exhibit D Tab 1 Schedule 3 Page 2 of 12
				Attachment
		AGREEMENT TO GRANT EASEMENT		
	TH	IIS AGREEMENT dated the day of	, 20	
	AMONG	2		
		-f Alex		
		of the In the		
		in the Province of Ontario (hereinafter cailed the "Transferor")		
		Of The First Part		
		- and -		
		ENBRIDGE GAS DISTRIBUTION INC.		
		a Corporation incorporated under the laws of the Province of Ontario		
		(hereinafter cailed the "Transferee")		
		Of The Second Part		
		- and -		
		(TRANSFEROR) Spouse of the Transferor		
		(hereinafter called the "Spouse")		
		Of The Third Part		
	WHEREAS the Transferr of land and premises (here) Province of Ontario and	or is the registered owner in fee simple in possession, of ereinafter called the "Transferor's Lands") situate, lying being composed of	ali that certain parcei or tract and being in the , in the and	
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	53)) 			J



(416) 367 08/1993

Page \_3.of 10\_\_\_\_

Filed: 2011-09-29 EB-2011-0323 Exhibit D Tab 1 Schedule 3 Page 3 of 12 Attachment

Additional Property Identifier(s) and/or Other Information

AND WHEREAS the Transferor has agreed to grant to the Transferee an easement over a part of the

The parties hereto mutually covenant and agree each with the other as follows:

- 1. The location of the Easement Lands shall be selected by the Transferee, provided that the location shall not unreasonably interfere with the use by the Transferor of the remainder of the Transferor's Lands during the construction of any Works or at any time thereafter.
- 2. The Transferor shall, forthwith upon the request of the Transferee, execute and deliver a grant or transfer of easement in favour of the Transferee, in the form attached hereto as Schedule "B" together with such other and further documents of title inrespect of the Transferor's Lands as may be reasonably required by the Transferee in order to complete the transaction contemplated by this agreement.
- 3. The Transferee shall pay the purchase price of the said transfer of easement to the Transferor as soon as reasonably possible after the registration thereof in the appropriate Land Registry Office provided that the amount paid to the Transferor as consideration for this agreement shall be applied as part payment of the said purchase price.
- 4. Forthwith upon the execution of this agreement, the Transferee, its servants and agents shall be entitled to enter upon the Easement Lands and the Transferor's Lands to survey, lay, construct, operate use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain the Works which the Transferee may deem necessary or convenient with the right to the Transferee to remove ary boulder or rock, and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the Transferor's Lands which may be encountered during such construction.
- 5. As soon as reasonably possible after the construction of the Works, the Transferee shall remove all surplus soll and debris from the Transferor's Lands and restore them to their former state so far as is reasonably practicable.
- 6. The Transferor shall have the right to use and enjoy the surface of the Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. Without limiting the generality of the foregoing, the Transferor shall not without prior written consent of the Transferee place or erect, or cause to be placed or erected, on the Easement Lands any building, structure or fence and shall not excavate, drill, alter the grading, install thereon any pit, well, foundation and/or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of the easement which the Transferor hereby agrees to sell, grant and convey to the Transferee.



Page 4 of 10.

Filed: 2011-09-29 EB-2011-0323 Exhibit D Tab 1 Schedule 3 Page 4 of 12 Attachment

Schedule Form 5 - Land Registration Reform Act Additional Property Identifier(s) and/or Other Information The Transferor represents and warrants that the Easement Lands have not been used for the 7. storage of and do not contain any toxic, hazardous, dangerous, noxious or waste substances or contaminants (collectively the "Hazardous Substances"). If the Transferee encounters any Hazardous Substances in undertaking any work on the Easement Lands, it shall give notice to the Transferor. At the expense of the Transferor, the Transferee (or, at the Transferee's option, the Transferor) shall effed the removal of such Hazardous Substances in accordance with the laws, rules and regulations of all applicable public authorities. The Transferee shall not bring any Hazardous Substances on the Easement Lands. in acquiring its interests in the Easement Lands pursuant to this Easement, the Transferee shall be deemed not to acquire the careor control of the Easement Lands or any component thereof. 8. Notwithstanding any rule of iaw or equity, any Works constructed by the Transferee hereunder shall be deemed to be the property of the Transferee, even though the same may have become annexed or affixed to the Transferor's Lands. This agreement shall be conditional upon compliance with the provisions of the Planning Act and 9. the Ontario Energy Board Act. The Transferor agrees to execute such consents or authorizations as may be necessary for the Transferee to obtain any necessary consents from the local Land Division Committee and agrees to co-operate in any such applications for consent. 10. This agreement shall be of the same force and effect as a covenant running with the Transferor's Lands and the rights hereunder shail be appurtenant to the lands of the Transferee more particularly described in the attached Schedule "A". The Spouse consents to the transaction evidenced by this instrument and releases all interest in 11. the within lands pursuant to the provisions of the Family Law Act, R.S.O. 1990, as amended, and hereby agrees to execute for such purpose the grant or transfer of easement contemplated hereby. The Transferor, spouses of each other, consent to the transaction evidenced by this instrument and release ail interest in the within lands pursuant to the provisions of the FamilyLaw Act, R.S.O. 1990, as amended. Whenever the singular or neuter is used it shali, where necessary, be construed as if the plural or 12. feminine or masculine had been used and vice versa, as the case may be. 13. This agreement shail extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto. The transaction contemplated hereby shail be completed within One Hundred and Eighty (180) days 14. following the approval hereof under the provisions of the Ontario EnergyBoard Act, including any appeal periods. 15. This agreement shall be null and vold upon the registration of the Transfer of Easement as contemplated herein.

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# Schedule



Page \_5 of 10\_\_\_\_

Filed: 2011-09-29 EB-2011-0323 Exhibit D Tab 1 Schedule 3 Page 5 of 12 Attachment

Additional Property Identifier(s) and/or Other Information

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

ENBRIDGE GAS DISTRIBUTION INC.

Per: \_\_\_\_\_ Name: Title:

Per: \_\_\_\_ Name: Title:

We have the authority to bind the Corporation



CAKEware Inc. (416) 367-0600 08/1993 Filed: 2011-09-29 EB-2011-0323 Exhibit D

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Tab 1 Schedule 3 Page 6 of 12 Attachment

Additional Property Identifier(s) and/or Other Information

#### SCHEDULE "A"

TRANSFEREE'S LANDS - DOMINANT TENEMENT

PIN 64057-0029 (LT) PT TWP LT 92, THLD, AS IN AA90798 S/T & T/W AA90798; WELLAND

PIN 04161-0019 (LT) PT LT 6 CON 6RF GLOUCESTER PART 1, 4R-10265 & PART 2, 5R-5963; GLOUCESTER

PIN 03187-0004 (LT) PT W1/2 LOT 30 CON 2 MARKHAM AS IN MA49406; RICHMOND HILL



2

TOR OFFICE

### Schedule Form 5 - Land Registration Reform Act

CAKEwara Inc. (416) 367-0800 08/1993

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Filed: 2011-09-29 EB-2011-0323 Exhibit D Tab 1 Schedule 3 Page 7 of 12 Attachment

Additional Property Identifier(s) and/or Other information

SCHEDULE "B" ATTACHED

Province of Onterio	Tra	ansfer/Deeo			^_	are Inc. 167-0600 13	4	1	Filed: 2011 EB-2011-03 Exhibit D Tab 1
		(1) Registry	Land Titles 🕞 Block	(2) Pag Property	• for 1	pagas		$\neg$	Schedule 3 Page 8 of 12
		(3) Property Identifier(s)	DIUCK	TOPERTY		A 50 50	dditior se chedul		Attachment
		(4) Consideration . No dollars			Dollar <sup>\$</sup> 0.00				
		(5) Description Thi	s is a: Property Division		lation D			$\neg$	
New Property Identifiers									
년 이 New Property Identifiers 이	Additional: _	21							
Executions	See [ Schedule								
	Additional: See r	_							
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Contains Plan/Sketch  (8) Transferor(s) The transferor hereby	Description	Parties Ot	her [_]			ars old an	d that	$\dashv$	8
Nemels}		SI	gnature(s)			Date of Y		D	
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( (9) Spouse(s) of Transferor(s)   hereby   Name(s) 	consent to this	transaction Si	gnature(s)		1	Date of Y	M M	D	
		an alla an							
(10) Transferoris) Address for Service									
(11) Transferee(s)						Dati Y	of Bl M	irth D	
ENBRIDGE GAS DISTRIBUT	TION INC	Name:					<u> </u>		
		Title:				1			
We have the authority to bi	nd the corpor	Name: ation Title:							
		P.O. Box 650, Scarb	A A A A A A A A A A A A A A A A A A A		:2			_	)
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12) Transferee(s) Address Attn: Le for Service Attn: Le (13) Transferoris) The transferor verifi Signature Solicitor for Transferor(s) I have exp determine that this transfer does not contraver belief, this transfer does not contraver Name and Address of Solicitor	as that to the best lained the effect o contravene that as ne that section. I is a) I have investiga	of the transferor's knowledg Date of Signature Y M D f section 50 of the Plannin f section and based on the infe am an Ontario solicitor in go S	a and belief, this transfer gnature Act to the transferor mation supplied by th bod standing. gnature d to abutting land whi	r does not oo end I have n e transferor, ere relevant i	ntravene section 5 nade inquiries of ti to the best of my and ( am satisfied	Date o Y he transfe knowled Date o Y that the t	f Sign M ror to ge and f Sign M	astura J D Satura J	
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Additional Property Identifier(s) and/or Other Information

#### INTEREST/ESTATE TRANSFERRED

- 1. The Transferors hereby transfer, sell, grant and conveyin perpetuity to the Transferee, its successors and assigns, a free and unencumbered easement in, over, upon, under and/or through the iands described herein, hereafter referred to as the Easement Lands, to survey, iay, construct, instali, operate, use, inspect, remove, renew, repiace, aiter, eniarge, reconstruct, repair, expand and maintain pipelines and aii works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment (hereinafter collectively referred to as "Works") which the Transferee may deem necessary or convenient thereto. This Transfer of Easement shall include the right of the Transferee, its successors, assigns, servants and agents to use the surface of the Easement Lands for ingress and egress on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time.
- The Transferee shall have the right at any time and from time to time to remove any boulder or rock and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the Easement Lands.
- The rights of the Transferee herein shall be of the same force and effect as acovenant running with the Easement Lands and shall be appurtenant to the lands and premises described in this Schedule as the Transferee's Lands.
- 4. The Transferee shall have the right to assign or transfer its rights hereunder in whole or in part.
- 5. This Transfer shall extend to, be binding upon and enure to the benefit of the estate trustees, successors and assigns of the parties hereto. If the Transferors are not the sole owners of the said lands, this Transfer shall bind the Transferors to the full extent of their interest therein and shall also extend to any after-acquired interest but all monies payable or paid to the Transferors hereunder shall be paid to the Transferors only in the proportion that their interest in the said lands bears to the entire interest therein. The Transferors hereby agree that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not affect or impair the validity of all other provisions.
- 6. The Transferors shall have the right to use and enjoy the surface of the Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. Without ilmiting the generality of the foregoing, the Transferors shall not, without the prior written consent of the Transferee, place or erect on the Easement Lands any building, structure or fence and shall not excavate alter the grading, drill, install thereon any pit, well, foundation and/or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder.
- Notwithstanding any rule of law or equity, any Works constructed by the Transferee shall be deemed to be the property of the Transferee even though the same may have become annexed or affixed to the Easement Lands.
- 8. The Transferee shall at its own expense as soon as reasonably possible after the construction of any Works or other exercise or its rights hereunder, remove all surplus sub-soil and debris from the Easement Lands and restore them to their former state so far as is reasonably practicable.
- 9. The Transferors covenant that
  - (I) they have the right to convey the rights hereby transferred to the Transferee;
  - (ii) the Transferee shall have quiet enjoyment of the rights hereby transferred;





CAKEware Inc. (416) 367-0600 08/1993 S

Page \_\_10\_of\_10\_\_\_\_

Filed: 2011-09-29 EB-2011-0323 Exhibit D Tab 1 Schedule 3 Page 10 of 12 Attachment

Additional Property Identifier(s) and/or Other Information

- the Transferors or their successors and assigns will execute such further assurances and do such other acts (at the Transferee's expense) as may be reasonably required to vest in the Transferee, the rights hereby transferred; and
- (iv) the Transferors have not done, omitted or permitted anything whereby the Easement Lands is or may be encumbered (except as the records of the land registry office disclose).
- 10. The Transferor represents and warrants that the Easement Lands have not been used for the storage of and do not contain any toxic, hazardous, dangerous, noxious or waste substances or contaminants (collectively the "Hazardous Substances"). If the Transferee encounters any Hazardous Substances in undertaking any work on the Easement Lands, it shall give notice to the Transferor. At the expense of the Transferor, the Transferee (or, at the Transferee's option, the Transferor) shall effect the removal of such Hazardous Substances in accordance with the laws, rules and regulations of all applicable public authorities. The Transferee shall not bring any Hazardous Substances on the Easement Lands, in acquiring its interests in the Easement Lands pursuant to this Easement, the Transferee shall be deemed not to acquire the care or control of the Easement Lands or any component thereof.
- 11. Whenever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine had been used and vice versa, as the case may be.

TRANSFEREE'S LANDS (DOMINANT TENEMENT)

PIN 64057-0029 (LT) PT TWP LT 92, THLD, AS IN AA90798 S/T & T/W AA90798; WELLAND

PIN 04161-0019 (LT) PT LT 6 CON 6RF GLOUCESTER PART 1, 4R-10265 & PART 2, 5R-5963; GLOUCESTER

PIN 03187-0004 (LT) PT W1/2 LT 30 CON 2 MARKHAM AS IN MA49406; RICHMOND HILL

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#### WORKING AREA AGREEMENT

THIS AGREEMENT made the day of

-and-

**BETWEEN:** 

. , 200

### (hereinafter called the "Owner")

ENBRIDGE GAS DISTRIBUTION INC.

(hereinafter called the "Company")

#### WHEREAS:

The Company intends to construct and install a pipeline for the transmission of natural and/or 1. manufactured gas through Lot , Concession/Plan , in the of , in the in the

2 To facilitate the construction of such pipeline the Company requires a wide temporary working area adjacent to the pipeline;

The Owner is the owner of the lands adjacent to the pipeline and has agreed to allow the Company 3. to use such working area to construct and install the pipeline.

NOW THEREFORE THIS AGREEMENT provides that in consideration of the sum of Doilars (\$ ) paid by the Company to the Owner, receipt whereof is hereby acknowledged, the Owner hereby agrees to permit the Company, its employees and agents, with or without vehicles and/or machinery, to enter upon, use and otherwise occupy during the period of construction of the pipeline, an area adjacent to the pipeline and being a distance of M.

The Company agrees that at its own expense it will make all grading, repairs and replacements necessary to restore the lands to as near its original condition as is practicable upon the termination of such work. The Company shall pay for all damages to land, crops, timber or improvements caused by its operations.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED AND DELIVERED in the presence of

**ENBRIDGE GAS DISTRIBUTION INC.** 

. . .

s:Vand\admin\wkgareaagmt

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