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VIA RESS, EMAIL and COURIER

March 21, 2012

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, Ontario M4P 1E4

Dear Ms. Walli:

**Re: Enbridge Gas Distribution Inc. ("Enbridge") – Updated Evidence
Application for Authority to Expropriate Certain
Board File Number: EB-2011-0391**

Further to the evidence Enbridge filed on November 29, 2011, two of the Reference Plans are being updated with the final version of the plans which were received and deposited by the Land Registrar. The Reference Plans are too large to file through the RESS, accordingly a placeholder is being filed on the RESS and on Enbridge's website at www.enbridgegas.com/ratecase.

Attached please find Exhibit C, Tab 1, Schedule 3, pages 3 and 4.

The Table of Contents (Exhibit A, Tab 1, Schedule 1) has also been updated to reflect this change.

Page 1 of Exhibit C, Tab 3, Schedule 1 has been provided as it was inadvertently truncated when originally filed.

Sincerely,

[original signed]

Shari Lynn Spratt
Supervisor Regulatory Proceedings

Enclosure

cc: Mr. Scott Stoll, Aird & Berlis LLP
EB-2011-0391 Intervenor

Exhibit C, Tab 1, Schedule 3

Reference Plan 11-12-209-00-B [REDACTED];
Reference Plan 11-12-209-00-C [REDACTED];
Reference Plan 11-12-209-00-D [REDACTED]; and /u
Reference Plan 11-12-209-00-E [REDACTED] /u

are oversized paper copy documents

.

TABLE OF CONTENTS

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Description</u>
<u>A</u>	1	1	Table of Contents
	2	1	List of Interested Parties
<u>B</u>	1	1	Application
		2	Pipeline Route Map
	2	1	Summary of Pre-Filed Evidence
		2	Negotiations to Date
<u>C</u>	1	1	Reference Plan 59R-12758
		2	Reference Plan 59R-12761
		3	Draft Reference Plans Reference Plan Numbers: - 11-12-209-00-B Party B; - 11-12-209-00-C Party B, Reference Plans Reference Plan Numbers: - 11-12-209-00-D Party C; - 11-12-209-00-E Party A.
	2	1	Franchise Agreement – City of Welland
		2	Franchise Agreement – City of Port Colborne
		3	Franchise Agreement – Town of Fort Erie
	3	1	Form of Easement Agreement Offered by Enbridge to current Property Owners
	4	1	License Agreement L-8174 April 16, 1975
		2	License Agreement L-8174 (66-1507)
		3	License Agreement L-8174 (66-979)

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Description</u>
<u>C</u>	4	4	License Agreement L-11019 (66-1279)
		5	License Agreement L-5901 (15-74-1)
		6	License Agreement L-7909 (66-1061)
	5	1	Transfer of Lands to Party B
		2	Transfer of Lands to Party A
		3	Transfer of Lands to Party C
		4	Transfer of Lands to Party C
	6	1	Order In Council - Ministry of Transportation Registration against Party B Property – October 9, 1974
		2	Order in Council – Ministry of Transportation Registration against Party B Property - October 2, 1996
	7	1	Court - Notice of Application
		2	Court – Motion Record
		3	Court – Affidavit of Party A

INTEREST/ESTATE TRANSFERRED

(1) The Transferors hereby transfer, sell, grant and convey in perpetuity to the Transferee its successors and assigns, a free and unencumbered easement in, over, upon, under and/or through the lands described herein, hereafter referred to as the Easement Lands, to survey, lay, construct, install, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain pipelines and all 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.

(2) 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.

(3) The rights of the Transferee herein shall be of the same force and effect as a covenant 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 limiting 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.

(7) 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 of 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;
- (iii) 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).