

## LAND REQUIREMENTS

1. The proposed route is described in Exhibit B, Tab 1, Schedule 1.
2. The proposed route for Segment A will be located mainly within existing designated utility corridors, hydro transmission corridors, and right-of-ways from the proposed Parkway West Gate Station in the Town of Milton to Albion Road Station in the City of Toronto. Along this route, easements will be required from Hydro One, Infrastructure Ontario, Toronto and Region Conservation Authority ("TRCA"), and seven private land owners. /u
3. The land required for Enbridge's proposed Parkway West Gate Station will be leased from Union Gas who currently has an option to acquire the land required for both Enbridge's and Union Gas' facilities from the current owner.
4. The proposed pipeline in Segment B will be located mainly in existing designated utility corridors and hydro transmission corridors from the Keele/CNR Station to the tie-in with the existing NPS 36 XHP pipeline just north of Sheppard Avenue East. Along the east-west portion, easements will be required from Infrastructure Ontario and eleven private land owners. Along the north-south portion, easements will be required from Infrastructure Ontario and Hydro One. The land required for the proposed Buttonville Station will be acquired through a purchase or easement from a private land owner. /u
5. Temporary Working Areas will be required adjacent to the proposed route within the hydro transmission corridors and on some private properties. Temporary Working Agreements will be negotiated with the adjacent landowners prior to construction.

6. The contact information for all the interested parties and affected landowners is located in Exhibit A, Tab 2, Schedule 3 and Exhibit D, Tab 1, Schedule 4, respectively.
7. The forms of Agreement that Enbridge will offer to landowners is included in Exhibit D, Tab 1, Schedule 2, Attachment.

NEGOTIATIONS TO DATE

1. The status of negotiations with each affected landowner is listed below:

<u>Landowners</u>	<u>Status</u>
Her Majesty the Queen in Right of Ontario as Represented by the Minister of Infrastructure Ontario	Ongoing
Hydro One Networks Inc.	Ongoing
Toronto and Region Conservation Authority ("TRCA")	Ongoing
 <u>Private Owners:</u>	
1083131 Ontario Inc.	Initial Contact
Airport 407 Business Campus Inc.	Initial Contact
2074070 Ontario Inc.	Initial Contact
5 Ruggles Ave. Development Inc.	Ongoing
10 Ruggles Ave. Development Inc.	Ongoing
5 Langstaff Rd East Development Inc.	Ongoing
9 Langstaff Rd East Development Inc.	Ongoing
Holy Cross Cemetery	Ongoing
Contango Holding Ltd.	Initial Contact
M.A.N Enterprises Ltd.	Initial Contact
A.G.S. Consultants Ltd.	Initial Contact
7900 Airport Road Developments Inc.	Initial Contact
Prologis Canada LLC	Initial Contact
Private Landowner 1	Initial Contact

Private Landowner 2	Initial Contact
Private Landowner 3	Initial Contact
Private Landowner 4	Initial Contact
Private Landowner 5	Ongoing

2. All stakeholders have been informed that Enbridge requires a six meter (6 m) wide easement across their respective properties. Each stakeholder has expressed commitment to cooperate with Enbridge's easement requirements, except the following private land owners:

- 5 Ruggles Ave. Development Inc.
- 10 Ruggles Ave. Development Inc.
- 5 Langstaff Rd East Development Inc.
- 9 Langstaff Rd East Development Inc.

The private landowners listed above have made no commitment to grant the required easements at this stage. These landowners recently expressed concern regarding the available space in the right-of-way within the proposed Langstaff Development in the City of Markham.

3. Private Landowner 5 has been contacted to continue discussions on land requirements related to the owner's property near the intersection of Rodick Road and the Highway 407.
4. Consultations will continue to be held with all affected landowners.

5. Enbridge will obtain all required Permits, Agreement to Grant Easements, Easements, and Working Area Agreements, as required, for the routes and locations of the proposed pipelines and facilities required for construction.
6. Attached are Letters of Acknowledgement received from the following landowners:
  - a. Her Majesty the Queen in Right of Ontario as Represented by the Minister of Infrastructure Ontario (page 1)
  - b. Hydro One Networks Inc. (page 2)
  - c. TRCA (pages 3 to 4).
7. Attached are forms of Agreement that Enbridge will offer to landowners, if and as required, including:
  - a. The Agreement to Grant Easement (pages 5 to 12)
  - b. A Standard Easement Agreement (pages 13 to 14)
  - c. The Working Area Agreement (page 15).



## memorandum

To: Bill Coldicott  
Land Services Manager  
Enbridge Gas Distribution Inc.  
P.O. Box 650  
Scarborough, ON  
M1K 5E3

Date: **October 12, 2012**

Re: **File: Enbridge GTA Project (Various files)**

**Proposed Enbridge Pipeline-GTA  
Town of Milton, Richmond Hill and Markham  
City of Mississauga, Brampton, Vaughan and Toronto**

Further to our meeting of September 20, 2012 in connection with the proposed Enbridge Gas Distribution (EGD) pipeline, Infrastructure Ontario (IO) can confirm that negotiations are currently taking place for the proposed pipeline to be located within the identified IO lands. These negotiations are subject to any and all necessary reviews and approvals, as well as technical approvals from Hydro One Networks Inc., the holder of a statutory right on part of the lands.

Hoping this is satisfactory and if you have any questions or comments, please contact me at 416-327-2959.

Yours Truly,

A handwritten signature in black ink that reads "Patrick Grace".

Patrick Grace  
Director, Corridor Lands  
Infrastructure Ontario  
patrick.grave@infrastructureontario.ca

Cc.: Les Hart, HONI  
Rita Kelly, IO

Hydro One Networks Inc. – Real Estate Services  
185 Clegg Road  
Markham, Ontario L6G 1B7  
Tel (905-946-6236)  
Fax (905-946-6242)  
www.HydroOne.com



Bill Coldicott  
Land Services Manager  
Enbridge Gas Distribution Inc.  
P.O. Box 650  
Scarborough, Ontario  
M1K 5E3

October 10, 2012

File: Enbridge GTA Project (various files)

**Proposed Enbridge Pipeline - GTA  
Town of Milton, Richmond Hill & Markham,  
City of Mississauga, Brampton, Vaughan & Toronto**

Further to our meeting of September 20, 2012 in connection with the proposed Enbridge Gas Distribution (EGD) pipeline, Hydro One Networks Inc. (HONI) can confirm that negotiations are currently taking place for the proposed pipeline to be located within the identified HONI right-of-ways. These negotiations are subject to any and all technical reviews and approvals, as well as approval from Infrastructure Ontario, the land owner. The negotiations will involve requests for permanent Easements, Construction and Encroachment Agreements as well as any and all Temporary Use Agreements.

Hoping all is satisfactory, and if you have any questions or comments, I may be reached at the number below.

Yours truly,

A handwritten signature in blue ink, appearing to read "Les Hart", with a long horizontal flourish extending to the right.

Les Hart  
Sr. Real Estate Manager  
Facilities and Real Estate  
Hydro One Networks Inc.  
905 946 6236  
*Les.hart@hydroone.com*

cc: Pat Grace - OILC





**BY E-MAIL ONLY**  
(mfurguele@trebnet.com)

September 19, 2012

Mr. Mario Fruguele  
Property Agent  
Enbridge Gas Distribution Inc.  
500 Consumers Road  
North York, ON  
M2J 1P8

Dear Mr. Fruguele:

**Re: Request for Grant of Permanent Easement  
across Toronto and Region Conservation Authority (TRCA) Land  
Clairville Conservation Area / Wild Water Kingdom Leased Land  
City of Brampton, Regional Municipality of Peel**

Further to our meeting of August 16, 2012 in connection with the above noted matter, we confirm that negotiations for consideration for the requested permanent easement (and any temporary easements, if applicable) have commenced at this time. Once the consideration amount for the easement(s) has been negotiated to the satisfaction of TRCA staff, we will be able to seek our Authority Board approval for the grant of easement.

We understand that Suzanne Bevan of our Planning and Development Division will be reviewing the Environmental Assessment and processing the eventual permit application pursuant to Ontario Regulation 166/06 for this project. In addition, it was also pointed out at our meeting that TRCA's Archaeology staff must complete an archaeological investigation for any proposed disturbance on TRCA lands; Ms. Bevan will forward the application form in this regard. Finally, Wild Water Kingdom, our leasee, must be informed of any proposed work, including the archaeological investigation by TRCA staff, prior to any entry on the TRCA leased land.

Trusting that this information is satisfactory; please do not hesitate to contact the undersigned if you have any questions.

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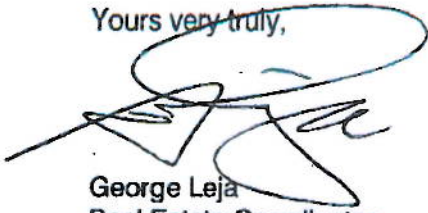


Mario Frugluele

Page 2

September 19, 2012

Yours very truly,

A handwritten signature in black ink, appearing to read 'George Leja', is written over the closing 'Yours very truly,'.

George Leja  
Real Estate Coordinator  
Conservation Lands and Property Services  
Extension 5342

GL

cc: Cindy Mills, Manager, Stakeholder Relations - Enbridge Gas Distribution Inc.  
Suzanne Bevan, Senior Planner, Environmental Assessment Planning - TRCA  
Margie Kenedy, Archaeologist - TRCA  
Lori Colussi, Manager, Leases and Risk Management - TRCA  
Mary Vukosa, Executive Assistant - Wild Water Kingdom

## AGREEMENT TO GRANT EASEMENT

THIS AGREEMENT dated the      day of                      , 20

BETWEEN:

(hereinafter called the "Transferor")

Of The First Part

- and –

**ENBRIDGE GAS DISTRIBUTION INC.**

(hereinafter called the "Transferee")

Of The Second Part

WHEREAS the Transferor is the registered owner in fee simple in possession, of the lands described herein hereinafter called the "Transferor's Lands").

AND WHEREAS the Transferor has agreed to grant to the Transferee an easement over a part of the Transferor's Lands, such part being \_\_\_\_\_ metre(s) in width and being hereinafter called the "Easement Lands".

WITNESSETH that in consideration of the sum of \_\_\_\_\_ Dollars(\$ \_\_\_\_\_ ) of lawful money of Canada now paid by the Transferee to the Transferor, the receipt whereof is hereby acknowledged, the Transferor does hereby agree to sell, transfer, grant and convey in perpetuity to the Transferee an unencumbered easement in, over, upon, under and/or through the Easement Lands, to survey, lay, construct, install, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain a pipeline(s) including 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 and the 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 for the sum of Dollars \_\_\_\_\_ (\$ \_\_\_\_\_ ).

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 in respect 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 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 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 soil 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.
7. 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.

8. Notwithstanding any rule of law 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.

9. This agreement shall be conditional upon compliance with the provisions of the Planning Act and 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 shall be appurtenant to the lands of the Transferee more particularly described in the attached Schedule "A".

11. The Spouse consents to the transaction evidenced by this instrument and releases all interest in 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 all interest in the within lands pursuant to the provisions of the Family Law Act, R.S.O. 1990, as amended.

12. 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.

13. This agreement shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

14. The transaction contemplated hereby shall be completed within One Hundred and Eighty (180) days following the approval hereof under the provisions of the Ontario Energy Board Act, including any appeal periods.

15. This agreement shall be null and void upon the registration of the Transfer of Easement as contemplated herein.

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

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I/We Have the Authority to Bind the  
Corporation

**ENBRIDGE GAS DISTRIBUTION INC.**

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I/We Have the Authority to Bind the  
Corporation

**SCHEDULE "A"**

**TRANSFeree'S LANDS - DOMINANT TENEMENT**

PIN 64057-0029 (LT)  
PT TWP L T 92, THLD, AS IN M90798 SIT & T/W M90798; WELLAND

PIN 04161-0019 (LT)  
PT L T 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

## **SCHEDULE "B"**

### **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).

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.

## **TRANSFEE'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

**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).

(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 has been used and vice versa, as the case may be.

#### **DOMINANT TENEMENTS - TRANSFEE'S LANDS**

**PIN 64057-0029 (LT)**

PT TWP LT 92, THLD, AS IN AA 90798 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

**WORKING AREA AGREEMENT**

THIS AGREEMENT made the     day of                      , 20

BETWEEN:

(hereinafter called the "Owner")

-and-

**ENBRIDGE GAS DISTRIBUTION INC.**

(hereinafter called the "Company")

WHEREAS:

1. The Company intends to construct and install a header service for the distribution of natural and/or manufactured gas through Lot , Concession/Plan , in the .
2. To facilitate the construction of the header service the Company requires a     wide temporary working area adjacent to the pipeline;
3. The Owner is the owner of the Lands adjacent to the pipeline and has agreed to allow the Company to use such working area to construct and install the pipeline.

NOW THEREFORE THIS AGREEMENT provides that in consideration of the sum of Dollars (\$     ) 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.**  
)  
)  
) \_\_\_\_\_  
)  
)  
) \_\_\_\_\_

PERMITS REQUIRED

Permits will be required from the following authorities:

<u>AUTHORITY</u>	<u>PURPOSE OF PERMIT</u>
Ontario Ministry of Transportation 7th Floor Building D 1201 Wilson Ave. Downsview, ON M3M 1J8 Attn: Marek Weisek	Encroachment Permits Hwy 404, 410 & 427
407 ETR 6300 Steeles Ave. W. Woodbridge, ON L4H 1J1 Attn: Dave Bader	Encroachment Permit Hwy 407
CN Engineering Services 4 Welding Way PO Box 1000 Concord, ON L4K 1B9 Attn: Derek Basso	Works Permit Crossing Agreement Various Crossings
Orangeville Brampton Railway 75 1st Street Orangeville, Ontario Canada L9W 5B6	Works Permit Crossing Agreement Various Crossings
CP Rail 1290 Central Parkway West Suite 800 Mississauga, ON L5C 4R3 Attn: Jack Carello	Works Permit Crossing Agreement Various Crossings

Metrolinx Care Of AECOM 5080 Commerce Blvd. Mississauga, ON L4W 4P2 Attn: Warren D'Andrade	Works Permit Crossing Agreement Various Crossings
Trans-Northern Pipelines Inc. 45 Vogell Road Suite 310 Richmond Hill, ON L4B 3P6 Attn: Satish Kumar Korpai	NEB Pipeline Crossing Permit
Enbridge Pipelines Inc. 801 Upper Canada Drive PO Box 128 Sarnia, ON N7T 7H8 Attn: Ann Newman	NEB Pipeline Crossing Permit
TransCanada Pipelines Inc. 450 1 <sup>st</sup> St, SW Calgary, AB T2P 5H1 Attn: Alisia Lickiss	NEB Pipeline Crossing Permit
Union Gas Limited 50 Keil Dr, North Chatham, ON N7M 5M1	NEB Pipeline Crossing Permit
Toronto and Region Conservation Authority 5 Shoreham Drive Downsview, ON M3N 1S4 Attn: Sharon Lingertat and Caroline Mugo	Fill-Regulations & Development Permit



Credit Valley Conservation Authority 1255 Derry Road West Meadowvale, ON L5N 6R4 Attn: Tyler Slaght	Fill-Regulations & Development Permit
Conservation Halton 2596 Britannia Road W. Burlington, ON L7P 0G3	Fill-Regulations & Development Permit
Ontario Ministry of Natural Resources Aurora District 50 Bloomington Road W. Aurora, ON L4G 0L8 Attn: Eva Bobak	Works Permit License to Collect Fish prior to any in-water works that requires fish rescue Species at Risk/ESA Permit/Letter of Advice
Department of Fisheries and Oceans 3027 Harvester Road, Suite 304 PO Box 85060 Burlington, ON L7R 4K3 Attn: Referrals Coordinator	Notification
Transport Canada Navigable Waters Protection 4900 Yonge Street, 3rd Floor North York, ON M2N 6A5 Attn: Navigable Waters Project Officer	Navigable Waters Protection Act Application
Ministry of the Environment Ontario 1st Floor, 135 St. Clair Avenue West Toronto, ON M4V 1P5	Minor Works Permit
City of Markham, Ontario 101 Town Centre Blvd Markham, ON L3R 9W3 Attn: Prem Hall	Permits, where required for, Road Cuts, Permit to Construct, Utility Crossings, Noise, Tree, Water Taking and Disposal, Park Encroachments, Building Permits

City of Toronto, Transportation Services North York Civic Centre 5100 Yonge Street Toronto, ON M2N 5V7 Attn: Joe Medeiros Attn: Demetrios Christodoulou	Permits, where required for, Road Cuts, Permit to Construct, Utility Crossings, Noise, Tree, Water Taking and Disposal, Park Encroachments, Building Permits
York Region, Ontario 17250 Yonge Street, Newmarket, ON L3Y 6Z1 Attn: Steve Murphy	Permits, where required for, Road Cuts, Permit to Construct, Utility Crossings, Noise, Tree, Water Taking and Disposal, Park Encroachments
Vaughan, Ontario 2141 Major Mackenzie Drive, Vaughan, ON L6A 1T1 Attn: Jennifer Simpson	Permits, where required for, Road Cuts, Permit to Construct, Utility Crossings, Noise, Tree, Water Taking and Disposal, Park Encroachments, Building Permits
Mississauga, Ontario 3185 Mavis Rd, Ground Floor Mississauga, ON L5C 3T7 Attn: Jadie Adams-Thompson	Permits, where required for, Road Cuts, Permit to Construct, Utility Crossings, Noise, Tree, Water Taking and Disposal, Park Encroachments
Brampton, Ontario 8850 McLaughlin Road, Unit 2 Brampton, ON L6Y 5T1 Attn: Ms. Susan Evans	Permits, where required for, Road Cuts, Permit to Construct, Utility Crossings, Noise, Tree, Water Taking and Disposal, Park Encroachments
Milton, Ontario 150 Mary Street Milton, ON L9T 6Z5 Attn: None	Permits, where required for, Road Cuts, Permit to Construct, Utility Crossings, Noise, Tree, Water Taking and Disposal, Building Permits

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Peel Region 9445 Airport Rd 3 <sup>rd</sup> Floor Brampton, ON L6S 4J3 Attn: Wendy Jawdek	Permits, where required for, Road Cuts, Permit to Construct, Utility Crossings, Noise, Tree, Water Taking and Disposal, Park Encroachments
Halton Region, Ontario 1151 Bronte Road Oakville, ON L6M 3L1 Attn: GIS & Data Management Group – Public Works Counter	Permits, where required for, Road Cuts, Permit to Construct, Utility Crossings, Noise, Tree, Water Taking and Disposal, Park Encroachments

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Utilities Circulation

Bell Canada 100 Borough Drive, Floor F5 Toronto, ON M1P 4W2 Attn: Elaine Oakley	Circulate for Review and Markup
Hydro One Brampton 175 Sandalwood Parkway West Brampton, ON L7A 1E8 Attn: Ms. Linda Morson	Circulate for Review and Markup
Enersource Hydro Mississauga 3240 Mavis Road, 3 <sup>rd</sup> Floor Mississauga, ON L5C 3K1 Attn: Marilou Ignacio	Circulate for Review and Markup
Rogers Cable Communications (TEY, SC, and NY Districts) 855 York Mills Rd Don Mills, ON M3B 1Z1 Attn: Manel Da Silva	Circulate for Review and Markup

Rogers Cable Communications (Etobicoke – York District) 3573 Wolfedale Rd Mississauga, ON L5C 3T6 Attn: Edgar Henriquez	Circulate for Review and Markup
Toronto Hydro 500 Commissioners Street, 3rd Floor Toronto, ON M4M 3N7 Attn: None	Circulate for Review and Markup
Telus 25 York Street, 22 <sup>nd</sup> Floor Toronto, ON M5J 2V5 Attn: Stephen Hoy	Circulate for Review and Markup
PowerStream Inc. GIS Department 161 Cityview Blvd. Vaughan, ON L4H 0A9 Attn: Kamran Khazraie	Circulate for Review and Markup

## AFFIDAVIT OF SEARCH OF TITLE

I, Mohammed Koussarnia, of the City of Toronto, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Property agent with Land Services of Enbridge Gas Distribution Inc. and as such I have knowledge of the matters hereinafter deposed to.
2. I was informed by the Project Manager of Enbridge Gas Distribution Inc. of the properties where the proposed pipeline would be located. Accordingly, I conducted title searches for these properties within the month of December of 2011, within the months of January to August of 2012, and within the months from April to July of 2013.
3. As a result of my searches of title, I determined the owners and encumbrances with land, or registered interests in land, which would be affected by the construction of the proposed pipeline. Attached and marked as Exhibit "A" is a list of all such owners and encumbrances.

SWORN BEFORE ME at the City of  
Toronto, the 18th day of July, 2013

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)

Original Signed

\_\_\_\_\_  
Mohammed Koussarnia

Original Signed

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A COMMISSIONER, ETC.

SCHEDULE "A"

**Infrastructure Ontario**

Permanent easement

Jon Brohman  
Project Manager, Corridor Lands  
1 Dundas Street West  
Suite 2000  
Toronto ON M5G 2L5

**Hydro One Networks Inc.**

Permanent easement

Roman Dorfman  
Real Estate Coordinator  
185 Clegg Road  
Markham ON L6G 1B7

**Toronto and Region Conservation Authority**

Permanent easement

Sharon Lingertat  
Senior Planner, Environmental Assessment Planning  
Caroline Mugo,  
Planner I, Environmental Assessment Planning  
5 Shoreham Drive  
Toronto ON M3N 1S4

**1083131 Ontario Incorporated**

Permanent easement

Parkshore Golf Club  
Administrative Manager  
7797 Goreway Drive  
Brampton, Ontario  
L6T 0B1

**Airport 407 Business Campus Incorporated**

Permanent easement

199 Bay St.  
Toronto ON M5V 3A4

**7900 Airport Road Developments Inc.**

Permanent easement

Scott MacDonald  
308-30 Eglinton Avenue West  
Mississauga ON L5R 3E7

**2074070 Ontario Incorporated**

John Lawler

Manager, Maintenance &amp; Facilities

7655 Bramalea Road

Brampton ON L6T 4Y5

Permanent easement

**Prologis Canada LLC**

Ross A. Cronkwright, LEED AP

Vice President - Development Manager

185 The West Mall, Suite 700

Toronto, ON M9C 5L5

Permanent easement

**Holy Cross Cemetery**

Ron Hendrix

Manager, Real Estate Service

4950 Yonge Street, Suite 206

Toronto, ON

M2N 6K1

Permanent easement

**5 Ruggles Ave. Development Inc.**

Condor Development Ltd.

Sam Balsamo

President

6 Ronrose Drive

Vaughan, ON L4K 5W5

Permanent easement

**10 Ruggles Ave. Development Inc.**

Condor Development Ltd.

Sam Balsamo

President

6 Ronrose Drive

Vaughan, ON L4K 5W5

Permanent easement

**5 Langstaff Rd East Development Inc.**

Condor Development Ltd.

Sam Balsamo

President

6 Ronrose Drive

Vaughan, ON L4K 5W5

Permanent easement



**9 Langstaff Rd East Development Inc.**

Condor Development Ltd.

Sam Balsamo

President

6 Ronrose Drive

Vaughan, ON L4K 5W5

Permanent easement

**Contango Holding Ltd.**

Angus Glen Development Inc.

Michael Montgomery

Project Manager

10080 Kennedy Road

Markham ON L6C 1N9

Permanent easement

**M.A.N Enterprises Ltd.**

Angus Glen Development Inc.

Michael Montgomery

Project Manager

10080 Kennedy Road

Markham ON L6C 1N9

Permanent easement

**A.G.S. Consultants Ltd.**

Angus Glen Development Inc.

Michael Montgomery

Project Manager

10080 Kennedy Road

Markham ON L6C 1N9

Permanent easement

**Private Landowner 1**

Permanent easement

**Private Landowner 2**

Permanent easement

**Private Landowner 3**

Permanent easement

**Private Landowner 4**

Permanent easement

**Private Landowner 5**

Purchase