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Enbridge Gas Inc.
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Canada

VIA RESS and EMAIL

January 21, 2021

Ms. Christine Long
Registrar
Ontario Energy Board
P.O. Box 2319,
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Long:

**Re: Enbridge Gas Inc. (“Enbridge Gas”)
Ontario Energy Board (“OEB” or the “Board”) File No.: EB-2020-0192
London Line Replacement Project – Clarification on request for approval of
Forms of Easement Agreements**

On September 2, 2020, Enbridge Gas applied to the OEB requesting the following orders:

- (a) pursuant to Section 90 (1) of the Ontario Energy Board Act (the “Act”), granting Leave to Construct approximately 51.5 kilometres of Nominal Pipe Size (“NPS”) 4 pipeline and 39 kilometres of NPS 6 pipeline to replace the existing London Lines (the “Project”) and
- (b) pursuant to Section 97 of the Act, granting approval of the forms of easement agreements as referenced in evidence at Exhibit E, Tab 2, Schedule 3 and Exhibit E, Tab 2, Schedule 4.

This letter is to clarify Enbridge Gas’s request for approval of the forms of easement agreements. In its prefiled evidence at Exhibit E, Tab 1, Schedule 1, paragraph 7 and Argument-in-Chief dated November 30, 2020, paragraph 31, Enbridge Gas inadvertently indicated that both forms of easement agreement at Exhibit E, Tab 2, Schedule 3 and 4 were previously approved by the Board.

The Temporary Land Use Agreement at Exhibit E, Tab 2, Schedule 3 was previously approved by the Board in the Windsor Line Pipeline Replacement Project proceeding in EB-2019-0172, whereas the Transfer of Easement Agreement as filed at Exhibit E, Tab 2, Schedule 4 has not been approved by the Board in prior proceedings. The Transfer of Easement Agreement in this application has been updated from the previously approved Agreement by the Board in the Don River 30” Pipeline Project in EB-2018-0108. For ease of reference, please see Attachment 1 for a comparison version of the updated Transfer of Easement Agreement to the one previously approved by the Board.

In this application, pursuant to section 97, Enbridge Gas is requesting approval for both forms of easement agreements as referenced at Exhibit E, Tab 2, Schedule 3 and 4.

Please contact the undersigned if you have any questions.

Yours truly,

Rakesh Torul
Technical Manager,
Regulatory Applications

cc: Charles Keizer, Torys
EB-2020-0192 Intervenors

INTEREST/ESTATE TRANSFERRED

~~_____~~ **(TRANSFER OF EASEMENT**
(Blanket or Specified Lands)

Definitions

For the purposes of this easement the following capitalized words shall have the following meanings:

“Company” or “Transferee” means Enbridge Gas Inc.

“Dominant Tenement” means the lands described in Schedule 1) ~~The Transferors attached hereto.~~

“Easement Lands” or “Servient Tenement” means the lands described in the Properties heading of the document to which this schedule is attached.

“Equipment” means, collectively, the all pipelines, piping, meters, attachments, appurtenances, apparatus, appliances, markers, fixtures, works and other equipment constructed or to be constructed by Company in, on and/or under the Servient Tenement.

“Owner” or “Transferor” means the owner of the Property.

IN CONSIDERATION OF THE COVENANTS HEREIN, the parties hereto agree as follows:

- (1) Owner hereby ~~transfer, sell, grant~~transfers, sells, grants and ~~convey~~conveys in perpetuity to ~~the Transferee~~Company, 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”)~~the Equipment which ~~the Transferee~~Company may deem necessary or convenient thereto. This transfer of easement shall include the right of ~~the Transferee~~Company, 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) ~~_____~~ ~~(2)~~ ~~The Transferee~~Company 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) ~~_____~~ ~~(3)~~ The rights of ~~the Transferee~~Company 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~~Company’s Lands.

- (4) ~~(4)~~ The Transferee Company shall have the right to assign or transfer its rights hereunder in whole or in part.
- (5) ~~(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 Owner is~~ not the sole ~~ownersowner~~ of the said lands, this Transfer shall bind ~~the Transferors Owner~~ to the full extent of ~~theirits~~ interest therein and shall also extend to any after-acquired interest but all monies payable or paid to ~~the Transferors Owner~~ hereunder shall be paid to ~~the Transferors Owner~~ only in the proportion that ~~theirits~~ interest in the said lands bears to the entire interest therein. ~~The Transferors Owner~~ 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) ~~(6)~~ The Transferors Owner 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 Company hereunder. ~~Without limiting the generality of the foregoing, the Transferors Owner~~ shall not, without the prior written consent of ~~the Transferee Company~~, 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 Company of its rights hereunder.
- (7) ~~(7)~~ Notwithstanding any rule of law or equity, any Works constructed by the Transferee Company shall be deemed to be the property of the Transferee Company even though the same may have become annexed or affixed to the Easement Lands.
- (8) ~~(8)~~ The Transferee Company 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) ~~(9)~~ The Transferors covenant Owner covenants that:
- a. ~~(i)~~ they have the right to convey the rights hereby transferred to the Transferee Company;
 - b. ~~(ii)~~ the Transferee Company shall have quiet enjoyment of the rights hereby transferred;
 - c. ~~(iii)~~ the Transferors Owner or ~~theirits~~ successors and assigns will execute such further assurances and do such other acts (at the Transferee's Company's expense) as may be reasonably required to vest in the Transferee Company the rights hereby transferred; and
 - d. ~~(iv)~~ the Transferors have Owner has not done, omitted or permitted anything whereby the Easement Lands is or may be encumbered (except as the records of the land registry office Land Registry Office disclose).—

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(10) ~~(10)~~ ~~The Transferor~~Owner 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~~Company encounters any Hazardous Substances in undertaking any work on the Easement Lands, it shall give notice to ~~the Transferor.~~Owner. At the expense of ~~the Transferor, the Transferee~~Owner, Company (or, at ~~the Transferee’s~~Company’s option, ~~the Transferor~~Owner) 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~~Company shall be deemed not to acquire the care or control of the Easement Lands or any component thereof.

~~(11)~~ ~~(11)~~ ~~Company~~ covenants and agrees that it shall comply with applicable federal and provincial environmental legislation in connection with the use of this Easement Lands and the rights granted herein.

~~(11)~~(12) 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.

~~(13)~~ Company hereby declares that this easement is being acquired by Company for the purpose of a hydrocarbon line within the meaning of Part VI of the Ontario Energy Board Act, 1998 and/or a utility line within the meaning of the Ontario Energy Board Act, 1998.

DOMINANT TENEMENTS - TRANSFEREE’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