

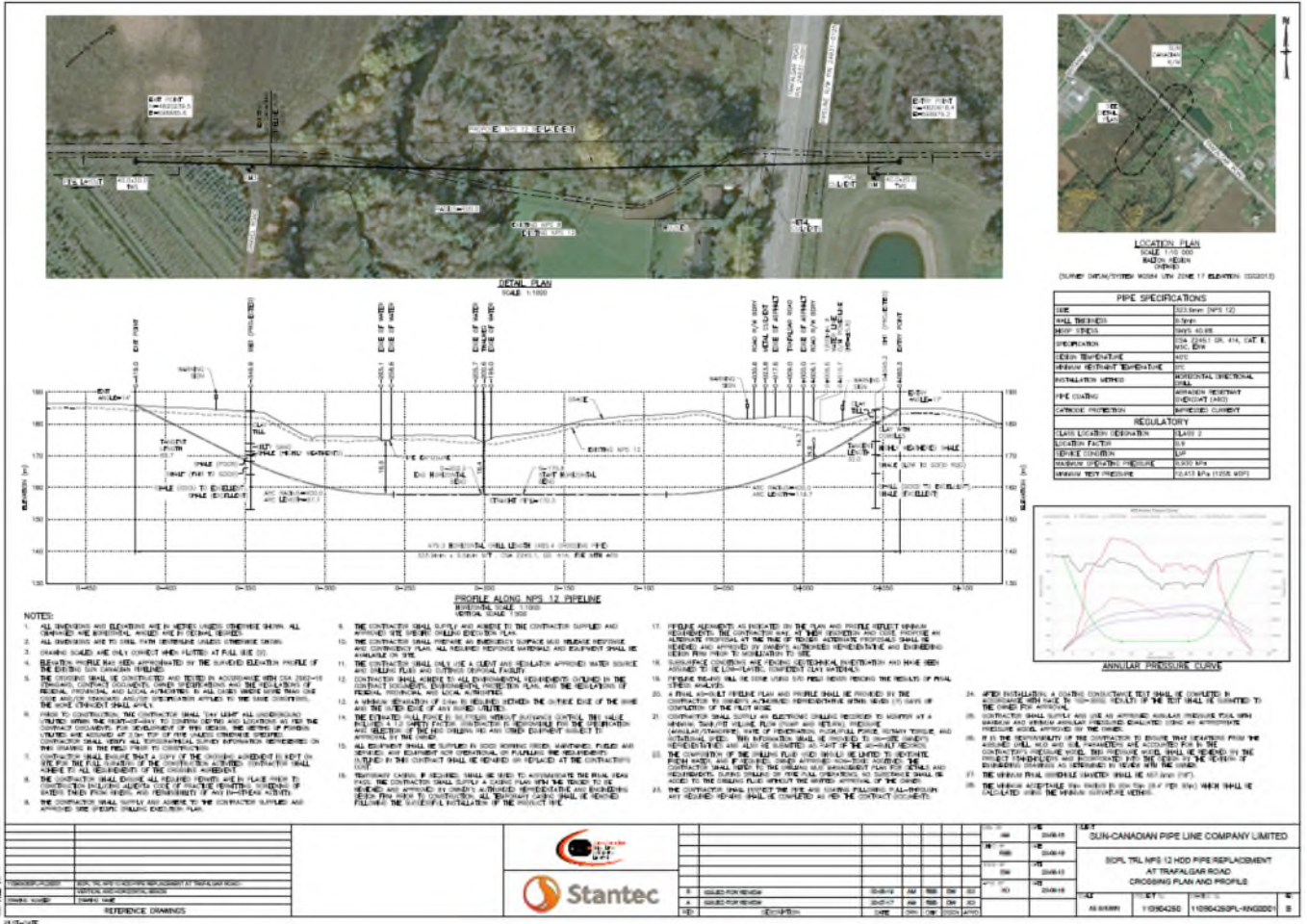
EXHIBIT E - LAND MATTERS

E.1.1 SUMMARY OF LAND MATTERS

1. The replacement pipeline segment generally parallels the existing pipeline alignment. The replacement pipeline segment, which is approximately 480m in length, will follow the existing pipeline alignment as closely as possible, in consideration of environmental and social constraints, and other infrastructure and land uses in the area. Approximately 300m of the replacement pipeline segment will be located outside of the existing Sun-Canadian RoW and will require new easements.
2. Designing the Project to be constructed using HDD reduces the construction footprint and access requirements, which lessens the potential impacts to adjacent landowners and to the environment. Figure E1.1-1 outlines the Project location, proposed access routes, work areas, and laydown areas.
3. Permanent easement is required from two privately owned parcels. Landowners of these parcels have existing easements in place with Sun Canadian for the existing pipeline.
4. Access and temporary workspace is required on two privately owned parcels and one municipally owned parcel. Existing easements are in place with Sun-Canadian on all three parcels for the existing pipeline. Sun Canadian will secure temporary workspaces via existing easement agreements with neighbouring parties. No new landowners will be affected.
5. The Project is located within the Town of Milton, Regional Municipality of Halton.
6. Land use designations for the impacted lands are Agricultural Area and Greenlands A, both designations permit major oil and gas transmission pipelines.

E.1.1 SUMMARY OF LAND MATTERS

Figure E.1.1-1: Workspace Locations, TWS Limits, and Laydown Areas



Land Rights Required – 2 Landowners

1. The Project will require the use of existing easement, and new permanent and temporary easement. The existing Sun-Canadian easement is approximately 13m wide and 500m long. The estimated land requirements required for the Project are further detailed in Table E.1.1-1.

Table E.1.1-1: Estimated Land Requirements

Land Type	Approximate Area Required Hectares (acres)
Existing Easement	0.65 ha (1.6 acres)
New Permanent Easement	0.14 ha (0.35 acres)
Temporary Workspace	0.96 ha (2.37 acres)
Temporary Access (Existing)	0.0964 ha (0.2382 acres)
Total	1.846 ha (4.562 acres)

2. To the extent practical, the replacement pipeline segment will be located within the existing Sun-Canadian easement. The existing easement will be used for approximately 300m of the new alignment, including the crossing of Trafalgar Road.
3. Two new permanent easements will be required for the replacement pipeline segment. Both easements cross private lands. One is approximately 100m by 13m and the other is approximately 30m by 13m.
4. Three access and temporary workspace easements will be required for construction of the Project. Sun-Canadian will secure temporary workspaces via existing easement agreements with neighbouring parties. No new landowners will be affected.
5. A temporary drill pad approximately 20m by 40m will be constructed on the east side of Trafalgar Road. A temporary drill pad approximately 20 m by 40 m will be constructed west of East Sixteen Mile Creek. A temporary pipe laydown area will also be required that is approximately 20m by 400m. These work areas require a 7m wide temporary workspace, adjacent to the existing 13 m wide easement.
6. Two access roads are required to facilitate construction of the Project. An access road from Trafalgar Road will utilize the existing PAO Horticultural nursery internal site roads. This access will only be accessible to pick-up trucks and small personal vehicles. A second access road is required from 6th Line via an existing agricultural lane. Access to the temporary drill pad east of Trafalgar Road will be directly from Trafalgar Road. Temporary workspace agreements for these access roads will be negotiated with these landowners.

E.1.2 NEGOTIATIONS TO DATE

Impacted landowners/tenants will be compensated for access and disturbance as per Sun-Canadian's standard compensation procedure. Compensation is provided at pre-determined rates for temporary workspace required on or off of the pipeline easement. Applicable rates are determined using a percentage of current property values and crop values. Consideration is given for disturbance and property restoration.

Sun Canadian has been in ongoing direct discussion and negotiation with all landowners directly impacted by new easements. Both landowners have agreed in principle to the new easements and Sun Canadian is continuing negotiations on the final financial terms of those agreements.

Landowners, tenants and neighbours have been advised of the proposed Project and will be kept informed of progress as the work progresses.

E.1.3 LAND-RELATED PERMITS AND AGREEMENTS REQUIRED

- The Project will cross Trafalgar Road, a major arterial road maintained by the Regional Municipality of Halton. A variety of municipal infrastructure occupies the road allowance of Trafalgar Road (e.g. waterlines, sewers, hydro lines).

Table E.1.3-1: Permits and Agreements Required

Administering Agency	Permit/Approval Name
<p>Town of Milton Engineering Services 150 Mary Street, Milton, ON L9T 6Z5 Diana Jiona, <i>Manager, Infrastructure and Right of Way</i> Telephone: 905 878-7252 ext. 2513 Email: diana.jiona@milton.ca</p>	<p>Road Crossing Agreement Road Occupancy Permit Entrance Permit Utility crossing approval</p>
<p>Halton Region Infrastructure Planning & Policy Public Works Telephone: 905 825-6000 ext. 6032 Email: PWPermits@halton.ca</p>	<p>Municipal Consent Permit</p>
<p>Enbridge Gas Inc. 500 Consumers Road, North York, ON, M2J 1P8 Jim Arnott, <i>Senior Advisor Capital Planning</i> Asset Management Telephone: 416 758-7901 Tara Kuuskman, <i>Manager, Planning and Design Toronto</i> Distribution Planning & Records Telephone: 416 758-4314 Email: markups@enbridge.com</p>	<p>Permanent crossing approval Temporary equipment crossing approval</p>
<p>Milton Hydro 200 Chisholm Drive, Milton, ON, L9T 3G9 Linda Lundstrom-Collins, <i>Project Manager</i> Telephone: 905 876-4611 ext. 226 Email: lundstrom-collinsl@miltonhydro.com</p>	<p>Permanent crossing approval Temporary equipment crossing approval</p>
<p>Bell Canada (*potential) 140 Bayfield Street, 2nd Floor, Barrie, L4M 3B1 Charleyne Hall, <i>External Liaison – Right of Way</i> Telephone: 705 722-2264 Email: charleyne.hall@bell.ca</p>	<p>Permanent crossing approval Temporary equipment crossing approval</p>
<p>Telus Corporation (*potential) Engineering Operations & Implementations East 22nd Floor, 25 York Street, Toronto, M5J 2V5 Frederic Sua, <i>Design Specialist II – Access Engineering</i> Telephone: 647 837-9112 Email: frederic.sua@telus.com</p>	<p>Permanent crossing approval Temporary equipment crossing approval</p>

E.1.4 ATTACHMENT 1 – GRANT OF EASEMENT PIPELINE (ONTARIO) AGREEMENT

Schedule “A”

Pipeline Easement

WHEREAS:

- A. The Transferor is the owner in fee simple of the lands and premises more particularly described in Schedule “B” attached hereto (hereinafter called the “Transferor’s Lands”).
- B. The Transferee is the owner in fee simple of those lands and premises more particularly described on Schedule “C” attached (hereinafter called the “Transferee’s Lands”).

IN CONSIDERATION of the sum of (0.00) of lawful money of Canada (hereinafter called “the consideration”), which sum is payment in full for the rights and interest hereby granted, including payment in full for all such matters as injurious affection to remaining lands, the Transferor does hereby GRANT, CONVEY, SELL AND TRANSFER IN PERPETUITY unto the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to all or any part of the Transferee’s Lands and undertaking a free and unencumbered easement on, over, in, under, along and/or through that part of the Transferor’s Lands more particularly described in Schedule “D” (hereinafter referred to as the “Easement Lands”) to survey, lay, construct, maintain, inspect, patrol (including aerial patrol) alter, relocate, renew, remove, replace, reconstruct, repair, expand, move, keep, use and/or operate pipes and pipelines including without limitation a pipeline for the transmission of petroleum products and all works, appurtenances, attachments, apparatus, appliances, drips, valves, fittings, connections, meters, cathodic protection equipment, markers, fixtures and equipment and other equipment and appurtenances, whether or not similar to the foregoing which the Transferee may deem useful, necessary or convenient in connection with its use of the Easement Lands and in particular for the carriage, conveyance, transportation, storage and/or handling of oil and its products, together with a right-of-way to the Transferee, its successors, assigns, employees, contractors, servants and agents for ingress and egress at any time and from time to time over, along, across and upon the Transferor’s Lands in such ways and locations as the Transferor may direct, acting reasonably, on foot and/or with vehicles, supplies, machinery and equipment necessary or incidental to the exercise and enjoyment of the easement and right-of-way hereby transferred. The Transferee agrees to repair any damage to the Transferor’s Lands caused by such ingress and egress. The Parties hereto mutually covenant and agree each with the other as follows:

1. The Transferee shall at its own expense as soon as reasonably possible after completing any work in accordance with its rights hereunder, remove all surplus sub-soil and debris from the Easement Lands and restore the Easement Lands to the state that they were in prior to the commencement of such work so far as is reasonably practicable.

2. The Transferee shall indemnify the Transferor for all losses, costs, claims, injuries, actions and causes of actions which are directly attributable to the exercise of the rights hereby granted, except to the extent that the losses, costs, claims, injuries, actions and causes of actions have been caused by the negligence or misconduct of the Transferor or persons acting within the control of the Transferor.

3. 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 the prior written consent of the Transferee, place or erect any building, structure or fence and shall not excavate, alter the grading, drill, install, erect or permit to be excavated, drilled, installed or erected or permit the grading to be altered above, on, over, in, under or through the Easement Lands any pit, well, foundation, pavement, or other structure or installation (whether or not similar to the foregoing) or to do or permit to be done any mining, quarrying, land levelling or other work, or activity of a similar nature in, on, over, under or through the Easement Lands or to do or permit to be done, anything which might in any manner, impair the safety of any pipes or pipelines and appurtenances thereto in the Easement Lands or which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder. Notwithstanding the foregoing the Transferee upon request shall consent to the Transferor constructing or repairing fencing pavements, pathways, and walks across, on and in the Easement 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 thirty (30) days clear notice in writing pointing out the work desired so as to enable the Transferee to evaluate, comment and impose reasonable conditions designed to protect the rights granted herein and the pipeline, on the work proposed and to have a representative inspect the site and/or be present at any time during the performance of the work, (b) observe and adhere to such conditions and follow the instructions of the Transferee or its representative as to the performance of such work without damage to the said 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 said pipe line as may be required by the Transferee.

4. The rights, privileges and easement herein granted shall include the right to install, keep, use, operate, service, maintain, repair and/or replace in, under, over, on and above the Easement 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 to 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 Arbitrations Act*, R.S.O. 1990 Chapter A.24, or any act passed in amendment thereof or substitution therefor.

5. Notwithstanding any rule of law or equity and even though the said pipe line and its appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain the Transferee.

6. The Transferor covenants that:
 - (i) it has the right to convey this easement and right-of-way to the Transferee;
 - (ii) the Transferee shall and may peaceably hold and enjoy the rights, easement and right-of-way hereby transferred without hindrance, molestation or interruption on the part of the Transferor or of any person claiming by, through, under or in trust for, the Transferor;
 - (iii) the Transferor or its successors and assigns will, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents and assurances of this easement and right-of-way (at the Transferee's expense) as may be reasonably required by the Transferee to give effect to this Transfer/Deed of Land, and
 - (iv) the Transferor 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 disclose).

7. The Transferee shall not bring any toxic, hazardous, dangerous, noxious or waste substances, flammable, explosive or radioactive materials, pollutants or contaminants on the Easement Lands except as permitted and in accordance with the laws, rules, regulations, orders and guidelines of all applicable public authorities. 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. This Agreement is subject to the express condition that it is to be effective only if the provisions of the *Planning Act*, R.S.O. 1990, Chapter P13 and amendments thereto are complied with. In accordance with Paragraph 50(3)(d) of the *Planning Act*, the Transferee declares that the easement rights created herein are being acquired for the purpose of a hydrocarbon distribution and transmission line within the meaning of Part VI of the *Ontario Energy Board Act*, 1998.

9. 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 in, on or under the Easement Lands.

10. The rights of the Transferee herein shall be of the same force and effect as a covenant running with the Transferor's Lands and shall be appurtenant to Transferee's Lands.

11. The Transferee shall have the absolute and unfettered right to assign or transfer its rights hereunder in whole or in part however shall be bound to give notice thereof to any party.

12. The parties hereto agree that the terms of this easement supersede all other agreements with respect to the Easement Lands and the use thereof by the Transferee.

13. This easement 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 Transferor hereby agrees 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.

Schedule "B"

Transferor's Lands

(Complete description to be provided by counsel)

Schedule “C”

Transferee’s Lands

The right-of-way and easement herein conveyed is hereby declared to be appurtenant to the lands, premises and facilities of the Transferee located in the City of _____, County of _____, Province of Ontario, and elsewhere.

Schedule "D"

Easement Lands

(Complete description to be provided by new R-Plan)

E.1.5 LINE LIST

Table E.1.5-1: Line List

Directly Affected Landowners

PIN	Landowner	Mailing Address	Legal Description	Municipality	Agreement Type
249320012	[REDACTED]	[REDACTED]	Part Lot 4, Concession 7 Town of Milton	Halton	Existing Easement, New Easement Required
249320014	[REDACTED]	[REDACTED]	Part Lot 4, Concession 7 Town of Milton	Halton	Existing Easement, New Easement Required
249320011	1066297 Ontario Limited	135 Millwick Drive North York, ON M9L 1Y7	Part Lot 4, Concession 7 Town of Milton	Halton	Existing Easement, Access and Temporary Workspace Required
249320011	PAO Horticultural (Tenant)	5592 Trafalgar Road Hornby, ON L0P 1E0	Part Lot 4, Concession 7 Town of Milton	Halton	Existing Easement, Access and Temporary Workspace Required
249310195	York Trafalgar Golf Corporation (Piper's Heath Golf Club)	5501 Trafalgar Road, Milton, ON L9E 0Z5	Part Lots 4 and 5, Concession 8, Town of Milton	Halton	Existing Easement, Access and Temporary Workspace Required
249310001	Halton Region	1151 Bronte Road Oakville, ON L6M 3L1	Road Allowance between Concessions 7 and 8, Town of Milton	Halton	Existing Easement, Access and Temporary Workspace Required

Adjacent Landowners

PIN	Landowner	Mailing Address	Legal Description	Municipality	Activity
249320013	[REDACTED]	[REDACTED]	Part Lot 4, Concession 7 Town of Milton	Halton	Notification - Adjacent landowner
249320176	12800 Britannia Road Inc. (Andy Broadbent)	12800 Britannia Road Hornby, ON L0P 1E0	Part Lot 5, Concession 7 Town of Milton	Halton	Notification - Adjacent landowner
249320015	Jade Gardens	5532 Trafalgar Road Milton, ON L9E 0Y8	Part Lot 4, Concession 7 Town of Milton	Halton	Notification - Adjacent landowner
249310175	[REDACTED]	[REDACTED]	Part Lot 4, Concession 8 Town of Milton	Halton	Notification - Adjacent landowner
249320010	5567 Sixth Line Inc.	16 Edvac Drive Brampton, ON L6S 5P2	Part Lot 4, Concession 7 Town of Milton	Halton	Notification - Adjacent landowner