

WORKING AREA AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20____.

BETWEEN:

(hereinafter called the "Owner")

-and-

ENBRIDGE GAS DISTRIBUTION INC.

(hereinafter called the "Company")

WHEREAS:

- A. The Company intends to construct and install a new gas main within the _____, in the City of _____(the "Works");
- B. To facilitate the construction of the Works, the Company requires a temporary working area for the purpose of storing material and equipment during the construction and installation of the Works (as shown on the attached Sketch as Schedule "A") (the "Working Area");
- C. The Company will require temporary use of the Working Area for approximately _____ (____) months from the commencement of construction and terminating on the _____ day of _____, 20____ (the "Termination Date");
- D. The Owner is the owner of the lands legally described as _____, (the "Lands"). The Owner has agreed to allow the Company to use the Working Area to complete the Works within the prescribed period.

NOW THEREFORE THIS AGREEMENT provides that in consideration of the sum of Two Dollars (\$2.00) paid by the Company to the Owner, receipt whereof is hereby acknowledged, the Parties hereto agree as follows:

- 1. The recitals herein are true and accurate.
- 2. 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 the Working Area during the period of completion of the Works, subject to the Owner's prior written approval for any alterations, modifications or installations to be made to the Working Area in connection with the Works or otherwise.
- 3. (a) The Company agrees that at its own expense it will make all grading, repairs and replacements necessary to restore the Working Area and the Lands to as near its original condition as is practicable upon the termination of the Works or any other termination of this Agreement. The Company shall pay for all damages to land, livestock, crops, timber or improvements caused by its operations; and
 - (b) The Company shall not permit or allow any materials, products or equipment comprising or containing hazardous substances as defined under any provincial or federal laws, regulations, guidelines or by-laws to be placed or stored on the Working Area.
 - (c) The Company shall fence the Working Area and maintain same in order to ensure that none of the Owner's livestock escape during the Works (Temporary Fence).

4. This Agreement shall terminate as follows:
 - (a) On the Termination Date set forth herein; or
 - (b) On any other date mutually agreed to by the parties in writing in their respective sole and absolute discretion;
5. At all times for the Working Area, the Company will maintain or cause to be maintained at its own expense comprehensive general public liability insurance against claims for personal injury or death and property damage or loss (including blanket contractual liability and owners and contractors protective liability) for claims arising from the Company's use of or operations on the Working Area which insurance will protect the Owner and the Company to an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence. This insurance will be placed with the Company's insurer and the Owner will be shown as an additional insured on such insurance policy. The Company will provide the Owner with a certificate of the insurance required pursuant to this Section upon execution of this Agreement by the Owner and the Company.
6. Following completion of the Works the Company shall restore the Working Area at its sole expense to as close a condition as reasonably possible and appropriate at the time immediately prior to the Company's entry onto same including the removal of the Temporary Fence.
7. Schedule "A" – Sketch of the Working Area attached hereto forms an integral part of this Agreement.
8. This Agreement, when executed by the said Parties shall constitute a binding agreement which shall enure to and be binding on the said Parties' successors and assigns.
9. This Agreement shall not be assigned, sold, transferred or otherwise disposed of by the Company, whether in whole or in part, without the prior written consent of the Owner, which consent may be arbitrarily withheld or delayed by Owner.
10. This Agreement may be signed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
11. Time shall be deemed to be of the essence with respect to all time limits mentioned in this Agreement.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

IN WITNESS WHEREOF the parties have executed this Agreement.

ENBRIDGE GAS DISTRIBUTION INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Corporation.

SCHEDULE "A"