

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.

I/We Have the Authority to Bind the
Corporation

ENBRIDGE GAS DISTRIBUTION INC.

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 & TW 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.

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