

ENBRIDGE PIPELINES INC.

GRANT OF EASEMENT

PROVINCE OF ONTARIO

THIS GRANT OF EASEMENT made as of ● _____, 201● ____.

WHEREAS _____ (the “**Transferor**”) is the owner of the lands and premises (the “**Lands**”) more particularly described in Schedule A hereto.

NOW THEREFORE IN CONSIDERATION of the sum of One Thousand Dollars (\$1,000.00), the receipt and sufficiency of which are hereby acknowledged, and compensation of:

a) One lump sum of _____ Dollars (\$ _____);

or

b) annual or periodic payments of equal or different amounts over a period of time as set forth in Schedule C attached hereto and forming part hereof (inclusive of HST);

now paid or payable to the Transferor by ENBRIDGE PIPELINES INC. (the “**Transferee**”), a company incorporated under the laws of Canada, and having its head office in the City of Calgary, in the Province of Alberta, and in consideration of the covenants and conditions hereinafter mentioned,

THE TRANSFEROR DOES HEREBY GRANT, CONVEY SET OVER AND TRANSFER to the Transferee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an easement (also referred to as “**right-of-way**”) across, over, under, in, through or on that part of the Lands more particularly described in Schedule B hereto (the “**Easement Land**”) for the surveying, construction, operation, maintenance, inspection (including aerial patrol), alteration, removal, replacement, reconstruction, and/or repair of one or more pipelines, subject to Clause 19 herein, and other facilities appurtenant, affixed or incidental thereto (collectively, the “**pipeline**”) for the transportation, storage and handling of oil, other liquid and gaseous hydrocarbons and products thereof, together with the right of ingress and egress over the remainder of the Lands, to and from the right-of-way, for the Transferee, its personnel, equipment, contractors and agents for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted.

The rights and easement are granted as and from the date hereof and for so long thereafter as the Transferee desires to exercise the same on the following terms which are hereby mutually covenanted and agreed to:

1. The Transferor shall have the right fully to use and enjoy the Easement Land except as may be necessary for the purposes herein granted to the Transferee provided, however, that the Transferor shall not, without prior written consent of the Transferee, excavate, drill, install, erect, place or permit to be excavated, drilled, installed or erected or placed on, over, under, across and through the right-of-way any pit, well, foundation, pavement, building or other structure, installation or object.
2. Notwithstanding the provisions of Clause 1 above, the Transferee will not object to:
 - (a) the paving of existing farm lanes, private roads, driveways and sidewalks across the Easement Land,
 - (b) the erection by the Transferor of fences on the Easement Land or any portion thereof, or
 - (c) the construction by the Transferor of drains or his repair of existing drains on the Easement Land or any portion thereof;

provided, however, that the Transferor agrees to exercise a high degree of care in carrying out any excavation or drilling necessary for such fencing, paving or drainage, and in no event shall the

Transferor or his contractors perform such work in such a manner as to endanger or damage the pipeline or interfere with the use and enjoyment of the right of way by the Transferee. Before the commencement of any such work, the Transferor shall give to the Transferee at least five (5) days prior notice in writing so as to enable a representative of the Transferee to inspect the site of the proposed work and advise how it may be performed without damage to the pipeline.

3. Except in cases of emergency, or the exercise of a statutory right or requirement under the *National Energy Board Act* (Canada), or in accordance with an executed Integrity Dig Agreement, the Transferee shall not enter upon the remainder of the Lands of the Transferor other than the right-of-way without the Transferor's consent. The determination of what constitutes an emergency is within the Transferee's absolute discretion, but is a situation in which the Transferee has a need to access the pipeline in the public interest without notice to the Transferor, subject to the the Transferor's right to compensation for all damages suffered as a result thereof. The Transferee will make reasonable efforts to advise the Transferor of the emergency circumstances within seventy-two (72) hours following the entry upon such Lands.
4. The Transferee will compensate the Transferor for all damages as a result of the operations of the Transferee.
5. The Transferee will, as soon as weather and soil conditions permit and insofar as it is practicable so to do, bury and maintain the pipeline so as not to interfere with the surface drainage or ordinary cultivation of the Easement Land, and restore all surface drains, damaged or disturbed by the said operations, according to good drainage practice.
6. Notwithstanding that in constructing, maintaining and operating its pipeline the Transferee may install pipe and other equipment and appurtenances in, on, over, under or across the Easement Land in such a manner that it or they become affixed to the Easement Land, the title to such pipe and other equipment and appurtenances, until surrendered, remain the Transferee's. The Transferee may at any time remove the whole or any part of the pipeline.
7. Upon the discontinuance of the use of the right of way and of the exercise of the rights hereby granted, the Transferee shall restore the Easement Land to the same condition as it was in prior to the Transferee's entry thereon, so far as it is practical so to do, but the Transferee may at its option leave its pipe in place. Upon such discontinuance, the Transferee will cause a release of this grant of easement to be registered in the applicable land registry office on title to the Easement Land.
8. Upon the abandonment of the pipeline, the Transferee will, at its option:
 - (a) remove the pipeline from the Easement Land; or
 - (b) maintain the pipeline including the application of cathodic protection for as long as the Transferee exercises its rights under hereunder; or
 - (c) execute, deliver and cause to be registered on title a release of the right-of-way.
9. The Transferee in performing and observing the covenants and conditions contained in this Agreement, shall peaceably hold and enjoy the rights and easement hereby granted without hindrance, molestation or interruption on the part of the Transferor, or of any person, firm or corporation claiming by, through, under or in trust for the Transferor.
10. The Transferee shall have the absolute right to assign this easement in whole or in part, and upon such assignment, shall give to the other party written notice thereof within ten (10) days, but the Transferee need not give such notice upon assignment in the course of its corporate financing by way of a deed of trust, mortgage, debenture or a floating charge or upon assignment arising out of an amalgamation or merger.
11. This Agreement shall not affect or prejudice the Transferee's statutory rights to acquire the easement over the Easement Land or any other portions of the Lands under the provisions of the *National Energy Board Act* (Canada) or any other laws, which rights may be exercised at the Transferee's discretion in the event the Transferor being unable or unwilling for any reason to

perform the obligations of the Transferor hereunder or give to the Transferee a clear and unencumbered title to the easement herein granted in respect of the Easement Land.

12. The Transferor will, if so requested by the Transferee, execute such further documents of title and assurances in respect of the Easement Land as may be required to perfect the Transferee's interest in the Easement Land.
13. Nothing contained herein shall be deemed to vest in the Transferee any title to mines or minerals in or under the right-of-way, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the works of the Transferee, and except as hereinbefore provided, as such mines and minerals shall be deemed to be excepted from the rights given to the Transferee in respect of the Easement Land.
14. The Transferee will only locate any above ground installation (other than pipeline markers installed at property lines) upon the right-of-way with the consent and agreement of the Transferor or, in the absence of such consent and agreement, in accordance with all authorizations and determinations made under the *National Energy Board Act* (Canada) (including determinations made with respect to compensation payable). The Transferee agrees to make all reasonable efforts to locate above-ground installations (other than pipeline markers installed at property lines) adjacent to lot lines and public road allowances. The Transferee shall keep down weeds on any lands removed from cultivation by reason of locating any surface facilities thereon.
15. The Transferee covenants that it will not object to an application made by the Transferor under Section 112 of the *National Energy Board Act* (Canada) so long as the proposed crossing is made in accordance with good engineering practice and does not interfere with the operation of the pipeline.
16. The easement herein granted and transferred over the Easement Land is, and shall be, of the same force and effect as a covenant running with the land, and the easement and the terms hereof shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, personal legal representatives, successors and assigns of the Transferor and the Transferee respectively. Wherever the singular or masculine is used it shall be construed as if the plural or feminine or neuter, as the case may be, had been used, where the context or the party or parties hereto so require. Where such construction is necessary, the rest of the sentence shall be construed as if the grammatical or terminological changes thereby rendered necessary had been made.
17. It is agreed that the Transferor shall have the right to transfer the Transferor's interest in the Easement Land and the covenants and conditions herein contained in one or more parcels and by one or more conveyances, and that all the covenants and conditions herein contained shall extend and be binding upon and enure to the benefit of each successor in title with respect to each and every parcel so transferred.
18. All notices to be given hereunder may be given by registered letter addressed to the Transferee at P.O. Box 128, Sarnia, Ontario, N7T 7H8, and to the Transferor at ● or such other address as the Transferee and the Transferor may respectively from time to time appoint in writing, and any such notice shall be deemed to be given and received by the addressee seven (7) days after the mailing thereof, postage prepaid.
19. The Transferee intends to install one (1) pipeline in the right-of-way. The Transferee will only install an additional pipeline or pipelines in the right-of-way with the consent and agreement of the Transferor, or, in the absence of such consent and agreement, in accordance with all authorizations and determinations, including with respect to any additional compensation payable, made under the *National Energy Board Act* (Canada).
20. The aforesaid easement in respect of the Easement Land is hereby declared to be appurtenant to and to run with and benefit the Transferee's lands and undertaking, including, but not limited to, the Transferee's lands composed of PIN 43283-0007(LT), PT LT 11 OF LTA PL 13 SARNIA TOWNSHIP; PT LT A PL 13 SARNIA TOWNSHIP; PT LT 17 BLK B PL 13 SARNIA TOWNSHIP AS IN L217847, L180003, SP34870, L125244, L130947; S/T L130947E, L130949, L180003E, L473967, SP34835; SARNIA.

21. The Transferor agrees that the Transferee may, at its option, at any time in the course of operating the pipeline, enter upon the Easement Land with men and equipment and remove all shrubs and trees from the Easement Land.
22. The Transferee shall have quiet possession of the easement rights in respect of the Easement Land.
23. The Transferor confirms having the option of requiring the compensation for the rights herein granted to be made by one lump sum payment or by annual or periodic payments of equal or different amounts over a period of time and that the Transferor has selected the method of compensation hereinbefore set out. The Transferor further confirms that if the Transferor has selected annual or other periodic payments the amount of such compensation payable by the Transferee shall be reviewed every five (5) years if the period of compensation extends beyond five (5) years.
24. Notwithstanding anything contained in this agreement, it is expressly acknowledged and agreed between the Transferor and Transferee that the consideration payable for the rights and easement do not include any amounts payable in respect of the federal Harmonized Sales Tax ("HST"), as applicable. The Transferee hereby represents that it is duly registered for the purposes of the HST legislation. The Transferee's HST registration number is 10250 5641 RT. As this agreement is for the acquisition of the right of way by way of sale, the Transferee, as required by the *Excise Tax Act*, shall self-assess and remit all HST, as applicable and payable by it in connection with the payments made for the grant of the right of way directly to the Canada Revenue Agency.
25. The Transferee shall indemnify the Transferor from all liabilities, damages, claims, suits and actions arising out of the operations of the Transferee other than liabilities, damages, claims, suits and actions resulting from the gross negligence or willful misconduct of the Transferor.
26. The Transferor acknowledges receipt, prior to the entering into of this agreement and grant of easement, of a notice setting out or accompanied by:
 - (a) a description of the Easement Land required by the Transferee for a section or part of the pipeline;
 - (b) details of the compensation offered by the Transferee for the Easement Land;
 - (c) a detailed statement made by the Transferee of the value of the Easement Land in respect of which compensation was offered;
 - (d) a description of the procedure for approval of the detailed route of the Transferee's pipeline; and
 - (e) a description of the procedure available for negotiation and arbitration under Part V of the *National Energy Board Act* (Canada) if the Transferor and Transferee are unable to agree on any matter respecting the compensation payable.
27. The Transferor represents and warrants to the Transferee that the Transferor is:
 - (a) not a spouse within the meaning of the *Family Law Act*, R.S.O. 1990, c.F.3, as amended (herein, a "**Spouse**"); or
 - (b) a Spouse and all or some portion of the Easement Land has been occupied as a family residence or matrimonial home within the meaning of the *Family Law Act*, R.S.O. 1990, c.F-3, as amended (herein, a "**Matrimonial Home**"), in which case this agreement has been executed by both Spouses together comprising the Transferor or consented to in writing by the Transferor's Spouse as is evidenced by the signature of such Spouse on the Consent attached hereto as Schedule D; or
 - (c) a Spouse, but no portion of the Easement Land has been occupied as a Matrimonial Home; or

- (d) a corporation, and all or some portion of the Easement Land has been occupied by an officer, director or shareholder of such corporation or by any of their Spouses as a Matrimonial Home, in which case this agreement has been executed by both Spouses together as is evidenced by the signature of such Spouse on the Consent attached hereto as Schedule D; or
 - (e) a corporation, but no portion of the Easement Land has been occupied by any officer, director or shareholder of the corporation or by any of their Spouses as a Matrimonial Home.
28. The Transferee is entitled, at its cost and expense, to register this grant of easement or a notice in respect thereof, and any required reference plans, in the applicable land registry office, and, the Transferor agrees to execute, at no cost to the Transferee, all necessary instruments, plans and documentation for that purpose.
29. The Transferor acknowledges that the Transferee has explained the detailed route of the pipeline (which route encompasses lands in addition to the Lands), as well as the proposed methods and timing of the construction of the pipeline that will be installed on the Easement Land. The Transferor hereby confirms its agreement as to the location of the pipeline and related right-of-way, and the methods and timing of construction of the pipeline. To the extent permitted by law, the Transferor hereby waives (a) any right to oppose the proposed detailed route or to request a hearing to settle the detailed pipeline route or the methods and timing of construction, and (b) any right the Transferor might otherwise have to receive notice of the detailed route of the pipeline pursuant to Section 34 (1)(a) of the *National Energy Board Act* (Canada).

[Remainder of page intentionally left blank, signature page follows]

EXECUTED effective as of the day and year first written above.

Transferor:

Witness:
Address:

● [name of Transferor]

Date:

Spouse of Transferor:

Witness:
Address:

● [name of spouse of Transferor]

Date:

Transferee:

ENBRIDGE PIPELINES INC.

Date:

Name:
Office:
I have authority to bind the corporation.

SCHEDULE A
LEGAL DESCRIPTION OF LANDS

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SCHEDULE B

LEGAL DECRIPTION OF EASEMENT LAND

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SCHEDULE C
COMPENSATION

**ATTACHED TO AND FORMING
PART OF THE AGREEMENT
FOR EASEMENT**

SCHEDULE C

Annual or Periodic Payment

The consideration for this Agreement is the sum of _____
_____ Dollars (\$_____) of lawful money of Canada
to be paid on the execution of this Agreement, the receipt of which is hereby acknowledged by the
Owner, and thereafter the sum of _____
_____ Dollars (\$_____) of lawful
money of Canada to be paid on or before the anniversary date thereafter for a period of _____ (____)
years. The amount of any annual or periodic payment will be reviewed every five (5) years.

The Owner hereby agrees to and accepts the annual or periodic payment set out above.

Witness:

Owner:

Witness:

Owner:

SCHEDULE D

TO GRANT OF EASEMENT

CONSENT OF SPOUSE

I, _____, being the spouse of _____, do hereby give my consent to the grant of the Easement over and in respect of the Easement Land.

DATED this _____ day of _____, 20__.

WITNESS:

SPOUSE OF OWNER

Name:
Address:

Name:
Address: