

Appendix "A"
Major Terms and Conditions
Easements Granted to Enbridge Inc.

Grantor:

City of Toronto

Grantee:

Enbridge Inc.

Easement Lands and Approximate Area:

Parcel No.	Location	Permanent Easement Area Required by Enbridge (sq m)	Temporary Easement Area Required by Enbridge (sq m)
1.	Walkway North of Highway 401	21.4	n/a
2.	Walkway South of Highway 401	28.1	241.4
3.	21 Ashtonbee Road	n/a	6,394
4.	Old Eglinton Avenue	217	420
Total		266.5	7,055.4

Permanent subsurface Easement Term:

The easement shall continue until such time as the Easement Lands are no longer needed for gas pipeline purposes at which time the Grantee shall surrender the easement without charge.

Temporary working Easement Term:

A period of twelve months which shall commence on a date which shall be mutually agreeable to the Grantor and Grantee.

Permanent Easement Fee:

The Grantee shall pay a one-time fee plus applicable taxes for the permanent working easements for the following:

- (a) Walkway North of Highway 401 – \$1,400.00
- (b) Walkway South of Highway 401 - \$1,800.00
- (c) Old Eglinton Avenue - \$16,200.00

Temporary Working Easement Fee:

The Grantee shall pay a one-time fee plus applicable taxes for the temporary working easements for the following:

- (a) Walkway South of Highway 401 - \$2,100.00
- (b) 21 Ashtonbee Road - \$56,000.00
- (c) Old Eglinton Avenue - \$4,000.00

Use and Maintenance:

- (a) The Grantee shall use the Easement lands for the sole purpose of constructing and maintaining a gas pipeline to the Portlands Energy Centre.
- (b) The Grantee shall be required to:
 - (i) erect security fences at all Easement sites to prevent access by the public during construction;
 - (ii) erect a security fence around sprinkler system to prevent damage during construction at Ashtonbee Reservoir;
 - (iii) restore all lands to their original condition as shall be determined in the sole discretion of the City, acting reasonably, through prior and post construction inspections by City and Enbridge staff,
 - (iv) post signage to inform pedestrians of scheduled walkway closures at least 2 weeks in advance of the closure and flyer drop to neighbourhood residents to inform of scheduled walkway closures;
 - (v) replace gate lock with lock furnished by Enbridge at Old Eglinton Avenue site, all such costs and expenses associated therewith including all operating, capital, management and maintenance costs shall be borne by the Grantee;
 - (vi) at its own expense, keep the Easement Land in a clean and well-ordered condition, and not permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate, thereon.

Indemnification and Insurance:

The Grantee shall, at all times, indemnify and save harmless the City from and against any and all manner of claims, demand, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the *Worker's Compensation Act* or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the City or of the Grantee) directly or indirectly to the extent arising out

of, resulting from or sustained as a result of the Grantee's occupation or use of, or any operation in connection with, the Easement lands.

The Grantee shall provide the Grantee shall at its own expense, arrange and maintain a liability insurance policy satisfactory to the Grantor in the minimum amount of Five Million (\$5,000,000.00) dollars in order to indemnify the Grantor and such insurance shall name the Grantor as an additional insured and contain a cross liability clause.

“As-is” Condition:

The Grantee shall accept the Easement Land on an "as is" basis, including without limitation, the environmental condition of the Easement Lands. The Grantee must satisfy itself, at its own expense, that the Grantee's intended use complies with existing zoning by-laws and all other applicable rules and regulations. Prior to performing any construction on the Easement Lands, detailed drawings and specifications must be submitted to the City's Chief Corporate Officer for prior written approval.

Reference Plan:

The Grantee shall be responsible for obtaining and paying for the cost of the Reference Plan prepared to describe the Easement Lands and its registration on title prior to the completion of the transaction. Prior to its registration on title, a draft of the Reference Plan shall be submitted to the Chief Corporate Officer for his approval.