

# DELEGATED APPROVAL FORM

## DIRECTOR, REAL ESTATE SERVICES

## MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2022-141

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Joe Corigliano	Division:	Corporate Real Estate Management
Date Prepared:	June 28, 2022	Phone No.:	416-392-1167
<b>Purpose</b>	To obtain approval to enter into a consent and acknowledgment agreement to permit Enbridge Gas Inc. to use its existing easement lands to install a second NPS 12" pipeline (in addition to the existing NPS 16 pipeline).		
<b>Property</b>	Part of 6351 Steeles Avenue East, being part of PIN 06053-3743, legally described as Pt Lots 14 & 15, Con 5 & Pt Rd Allowance Between Lots 14 & 15, Con 5, Geographic Twp Of Scarborough, City of Toronto, designated as Pt 3, 64R-9360, PT 2, 64R-9361 & PT 5, 64R-9362, save and except Pt 3, 66R-17078 (the "Subject Lands"); Easement Area shown as Part 1 on the draft survey attached as Attachment "C".		
<b>Actions</b>	1. Authority be granted to enter into the consent to the acknowledgement agreement with Enbridge Gas Inc. ("Enbridge"), substantially on the major terms and conditions set out in Attachment "A", and including such other or amended terms and conditions as may be deemed appropriate by the Director, Transactions Services and in a form acceptable to the City Solicitor.		
<b>Financial Impact</b>	<p>There is no financial impact resulting from this approval. Enbridge currently has an existing easement registered as AT1392025. An administrative fee of \$670.02 (plus HST) will be paid by the Purchaser to the City for each Consent and Agreement, as required by Chapter 441, Schedule C 15-12 of the Toronto Municipal Code.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	<p>The City acquired the subject lands encumbered by the easement in favour of Enbridge in 2008. The existing easement AT1392025 (Attachment "B") permits an NPS 16 pipeline, which runs besides Steeles Ave. East. The easement also permits Enbridge to replace, alter and reconstruct the pipeline on 48 hours' notice.</p> <p>The City lands appear to be passively used only, are occupied by a culvert and, are designated Parks and Open Space. However, Parks, Forestry and Recreation reported no active management of the property.</p> <p>Enbridge applied to the City for permission to install a second NPS 12 pipeline within the same easement footprint. Given that the City acquired the Subject Lands already encumbered by the existing 193 m<sup>2</sup> easement, that the Easement Area will not be expanding, and that Enbridge already enjoys the right disturb the Easement Area to reconstruct/replace the existing pipe, there will be no practical impact on the City's rights to the Subject Lands. Consenting to the installation of the second pipeline is considered fair and reasonable.</p>		
<b>Terms</b>	Agreement Major Terms and Conditions – Please see Appendix "A"		
<b>Property Details</b>	<b>Ward:</b>	23 – Scarborough North	
	<b>Assessment Roll No.:</b>		
	<b>Approximate Size:</b>		
	<b>Approximate Area:</b>	193 m <sup>2</sup> ± (2077 ft <sup>2</sup> ±)	
	<b>Other Information:</b>		

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System &amp; Parks &amp; Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensor):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input checked="" type="checkbox"/> (e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>

**B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:**

- Documents required to implement matters for which each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers with such signing authority).

**Director, Real Estate Services also has signing authority on behalf of the City for:**

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.

**Pre-Condition to Approval**

☒ Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

**Consultation with Councillor(s)**

Councillor:	Cynthia Lai	Councillor:	
Contact Name:	Cynthia Lai	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	Concurs	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Parks Forestry and Recreation	Division:	<b>Financial Planning</b>
Contact Name:	Jason Bragg	Contact Name:	Felisha Jenkins
Comments:	Concurs	Comments:	Concurs

**Legal Services Division Contact**

Contact Name: Vanessa Bacher

DAF Tracking No.: 2022- 141	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services</b> <b>Vinette Prescott Brown</b>	June 30, 2022	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services</b> <b>Alison Folosea</b>	July 6, 2022	Signed by Alison Folosea

**Attachment "A"****Major Terms and Conditions**

1. Each of the City and Enbridge agree that other than i) the City's consent and acknowledgement that the Easement shall include rights with respect to both an a new NPS 16 pipeline and an NPS 12 pipeline, and ii) the addition of addresses for service for Notices under the Easement, that all other rights and obligations set out in the Easement as it pertains to the City Lands remain unchanged and continue in full force and effect.
2. Enbridge shall at all times wholly defend, indemnify and save harmless the City from any and all claims, actions, causes of action, complaints, demands, orders, suits or proceedings of any nature or kind and all loss, judgements, fines, costs, penalties, charges, damages, liens and expenses (including without limitation all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement whether from a third person or otherwise) which the City may sustain, incur, or be put to by reason or arising out of a consequence of the construction, operation, failure, maintenance or decommissioning of the Enbridge's equipment or the performance or non-performance by Enbridge of any right under the Easement, including any acts and/or omissions of Enbridge's employees, officers, contractors and agents. Enbridge shall in no case be required to indemnify the City for the gross negligence or willful misconduct of the City or its employees or agents.
3. Enbridge shall at all times wholly defend, indemnify and save harmless the City against and from all liens and other claims under the Construction Act (Ontario) or any successor legislation related to any work performed by or at the direct or indirect request of Enbridge within the Easement on the City Lands, and shall at its own expense see to the satisfaction of the lien, or if applicable, removal from the registered title to the City Lands, by discharge or Order, of any claim for such lien or Certificate of Action in connection therewith, promptly and in any event within ten (10) days of being notified to do so, failing which the City may see to such satisfaction of the lien or removal from registered title and recover the expense and all attendant costs from the Enbridge as owing and in arrears

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**Attachment "B" - Existing Easement AT1392025**

<b>LRO # 80 Transfer Easement</b>		<b>Registered as AT1392025</b> on 2007 03 06 at 13:03	
The applicant(s) hereby applies to the Land Registrar.		yyyy mm dd Page 1 of 5	
<b>Properties</b>			
<b>PIN</b>	06053 - 0541 LT	<b>Interest/Estate</b>	Easement <input checked="" type="checkbox"/> Add Easement
<b>Description</b>	SERVIENT TENEMENT: PT LOTS 14 & 15, CON 5 & PT RD ALLOWANCE BETWEEN LOTS 14 & 15, CON 5, GEOGRAPHIC TWP OF SCARBOROUGH, CITY OF TORONTO, DESIGNATED AS PT 3, 64R-9360, PT 2, 64R-9361 & PT 5, 64R-9362, SAVE AND EXCEPT PT 3, 66R-17078.		
<b>Address</b>	SCARBORO		
<b>Consideration</b>			
<b>Consideration</b>	\$27,000.00		
<b>Transferor(s)</b>			
The transferor(s) hereby transfers the easement to the transferee(s).			
<b>Name</b>	THE MANUFACTURERS LIFE INSURANCE COMPANY		
<b>Address for Service</b>	250 Bloor Street East, 8th Floor Toronto, ON M4W 1E5		
I, Manfred Bauer, Vice-President Real Estate Investment, have the authority to bind the corporation. This document is not authorized under Power of Attorney by this party.			
<b>Transferee(s)</b>		<b>Capacity</b>	<b>Share</b>
<b>Name</b>	ENBRIDGE GAS DISTRIBUTION INC.		
<b>Address for Service</b>	P.O. Box 650 Scarborough, ON M1K 5E3 Attn: Land Services		
<b>Statements</b>			
Schedule: See Schedules			
<b>Signed By</b>			
Walter John Tkach	500 Consumers Road, PO Box 650 Scarborough M1K 5E3	acting for Transferor(s)	Signed 2007 02 22
Tel 4167536928			
Fax 4167536941			
Walter John Tkach	500 Consumers Road, PO Box 650 Scarborough M1K 5E3	acting for Transferee(s)	Signed 2007 02 22
Tel 4167536928			
Fax 4167536941			
<b>Submitted By</b>			
ENBRIDGE GAS DISTRIBUTION INC.	500 Consumers Road, PO Box 650 Scarborough M1K 5E3	2007 03 06	
Tel 4167536928			
Fax 4167536941			
<b>Fees/Taxes/Payment</b>			
<b>Statutory Registration Fee</b>	\$60.00		
<b>Land Transfer Tax</b>	\$0.00		
<b>Total Paid</b>	\$60.00		
<b>File Number</b>			
<b>Transferee Client File Number :</b>		L-27706	

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LAND TRANSFER TAX STATEMENTS	
In the matter of the conveyance of:	06053 - 0541 SERVIENT TENEMENT: PT LOTS 14 & 15, CON 5 & PT RD ALLOWANCE BETWEEN LOTS 14 & 15, CON 5, GEOGRAPHIC TWP OF SCARBOROUGH, CITY OF TORONTO, DESIGNATED AS PT 3, 64R-9360, PT 2, 64R-9361 & PT 5, 64R-9362, SAVE AND EXCEPT PT 3, 66R-17078.
BY:	THE MANUFACTURERS LIFE INSURANCE COMPANY
TO:	ENBRIDGE GAS DISTRIBUTION INC.
1. WALTER J. TKACH	
I am	
<input type="checkbox"/> (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed; <input type="checkbox"/> (b) A trustee named in the above-described conveyance to whom the land is being conveyed; <input type="checkbox"/> (c) A transferee named in the above-described conveyance; <input checked="" type="checkbox"/> (d) The authorized agent or solicitor acting in this transaction for ENBRIDGE GAS DISTRIBUTION INC. described in paragraph(s) (c) above. <input type="checkbox"/> (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) ( ) above. <input type="checkbox"/> (f) A transferee described in paragraph(s) ( ) and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph(s) ( ) and as such, I have personal knowledge of the facts herein deposed to.	
3. The total consideration for this transaction is allocated as follows:	
(a) Monies paid or to be paid in cash	27,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(i) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	27,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	27,000.00
6. Other remarks and explanations, if necessary.	
1.This conveyance qualifies for an exemption from tax under Regulation 695 RRO 1990 for certain transfers of easements to an oil or gas pipeline company.	
PROPERTY Information Record	
A. Nature of Instrument:	Transfer Easement
LRO	80
Registration No.	AT1392025
Date:	2007/03/06
B. Property(s):	PIN 06053 - 0541 Address SCARBORO
Assessment	-
Roll No	
C. Address for Service:	P.O. Box 650 Scarborough, ON M1K 5E3 Attn: Land Services
D. (i) Last Conveyance(s):	PIN 06053 - 0541 Registration No. null
(ii) Legal Description for Property Conveyed: Same as in last conveyance?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not known <input type="checkbox"/>
E. Tax Statements Prepared By:	Walter John Tkach 500 Consumers Road, PO Box 650 Scarborough M1K 5E3

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**INTEREST/ESTATE TRANSFERRED**

1. The Transferors hereby transfer, sell, grant and convey in perpetuity to the Transferee, its successors and assigns, an easement in, over, upon, under and/or through the lands described herein, hereafter referred to as the Easement Lands, to, upon forty-eight (48) hours notice to the Transferor, ("Notice") survey, lay, construct, install, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain an NPS 16 pipeline 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. Notwithstanding anything to the contrary contained in this paragraph, Notice shall not be required in cases of emergency.
2. The Transferee shall not unreasonably interfere with access to and the use and development and construction by the Transferor of the remainder of the Transferor's Lands during the construction of any Works or at any time thereafter.
3. The Transferee shall have the right at any time and from time to time, upon forty-eight (48) hours notice to the Transferor ("Notice") 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. The provision of Notice in this paragraph shall not apply during the initial construction of the Works by the Transferee, but shall only apply to subsequent construction and maintenance of the Works.
4. 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.
5. The Transferee shall have the right to assign or transfer its rights hereunder in whole or in part provided that any such assignment or transfer occurs in the course of:
  - a) a transfer by the Transferee of all or substantially all of its assets to a third party continuing as a gas distribution utility company under the authority of the Ontario Energy Board; or
  - b) a corporate reorganization of the Transferee; or
  - c) a transfer by the Transferee of the Works to an affiliate corporation.
6. 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.
7. The Transferor shall have the right to use and enjoy the surface of the Easement Lands except that such use and enjoyment shall not materially interfere with the rights of the Transferee hereunder. Without limiting the generality of the foregoing, the



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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 and/or foundation which will obstruct or prevent the exercise and enjoyment by the Transferee or the easement which the Transferor hereby agrees to sell, grant and convey to the Transferee but shall be permitted to construct fences or gates, access routes for parking or any improvements with footings have been reviewed and approved by the Transferee at no cost to the Transferor, to ensure the integrity and safe operation of the pipeline and the Transferee shall repair any damage thereto resulting from its use and enjoyment of this easement.

8. Notwithstanding anything contained in this Agreement, provided that the Transferee's rights hereunder are not materially affected, the Transferor and its agents, employees, subcontractors, contractors and designees shall have the right to use the Easement Lands for the purposes of the development and construction of the Transferor's Lands including but not limited to the storage and stockpiling of topsoil, materials, trailers, equipment and the installation of services and roads. The Transferee shall be entitled to reserve and grant appropriate easements with respect to the foregoing and the Transferee shall execute any documents as may be reasonably required therefore at no cost to the Transferor.

9. 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.

10. 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.

11. The Transferor covenants that subject to the terms and conditions contained in this Easement;

- (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 and this Agreement disclose).

12. The Transferor is not aware that the Easement Lands have been used for the storage of or 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 and the Transferor shall have the option of either (a) effect the removal of such Hazardous Substances at the Transferor's costs in accordance with the laws, rules and regulations of all applicable public authorities, or (b) terminate this agreement and refund the consideration of the sum of Thirty Thousand Dollars (\$30,000.00) to the Transferee. In the event this agreement is terminated under condition 7(b) the Transferee shall, within thirty days, arrange at the Transferee's cost, the removal of the easement if already registered on title at the appropriate Land Registry Office. The Transferee shall not bring any Hazardous Substances on the Easement Lands and shall comply with all environmental laws.

13. The Transferee acknowledges that the easement is subject to the rights of the City of Toronto under a temporary easement granted under Instrument No. C971498 "to grade and slope the lands adjacent to Steeles Avenue East as part of its road widening project" and the Transferee agrees to contact the City of Toronto, advise the City of



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Toronto of its intended use of the Easement Lands and to carry out its Works in a manner that does not interfere with those prior rights. The Transferee agrees to register, at its cost, a release of this Easement in the event the Transferee receives notice that the Easement Lands are in the process of being transferred to the City of Toronto for road widening purposes and the Transferee shall perform such other acts and execute and deliver such other documentation required to effect delivery of the lands to the City of Toronto in accordance with all requirements set forth by the City of Toronto.

14. The Transferee shall indemnify, defend and hold harmless the Transferor and its directors, officers, employees, successors, agents, tenants, contractors, consultants, invitees, licensees and others for whom the Transferor is responsible in Law (the "Indemnitees") from and against any and all claims, demands, actions, causes of action, costs, losses, liabilities, awards, proceedings or expenses including but not limited to environmental matters which the indemnities suffer or incur or are liable for by reason of the acts or omissions of the Transferee or its successors and assigns, agents, servants, contractors and other persons acting on its behalf ("Authorized Persons") in connection with or in any way relating to the Works or arising out of any default by the Transferee under the terms hereto, provided that the Transferee shall not be liable under this paragraph due to acts of omissions or gross negligence on the part of the Indemnitees.

15. 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.

#### **TRANSFEEE'S LANDS (DOMINANT TENEMENT)**

PIN 64057-0029 (LT)

PT TWP LT 92, THLD, AS IN AA90798 S/T & T/W AA90798; WELLAND

PIN 04161-0019 (LT)

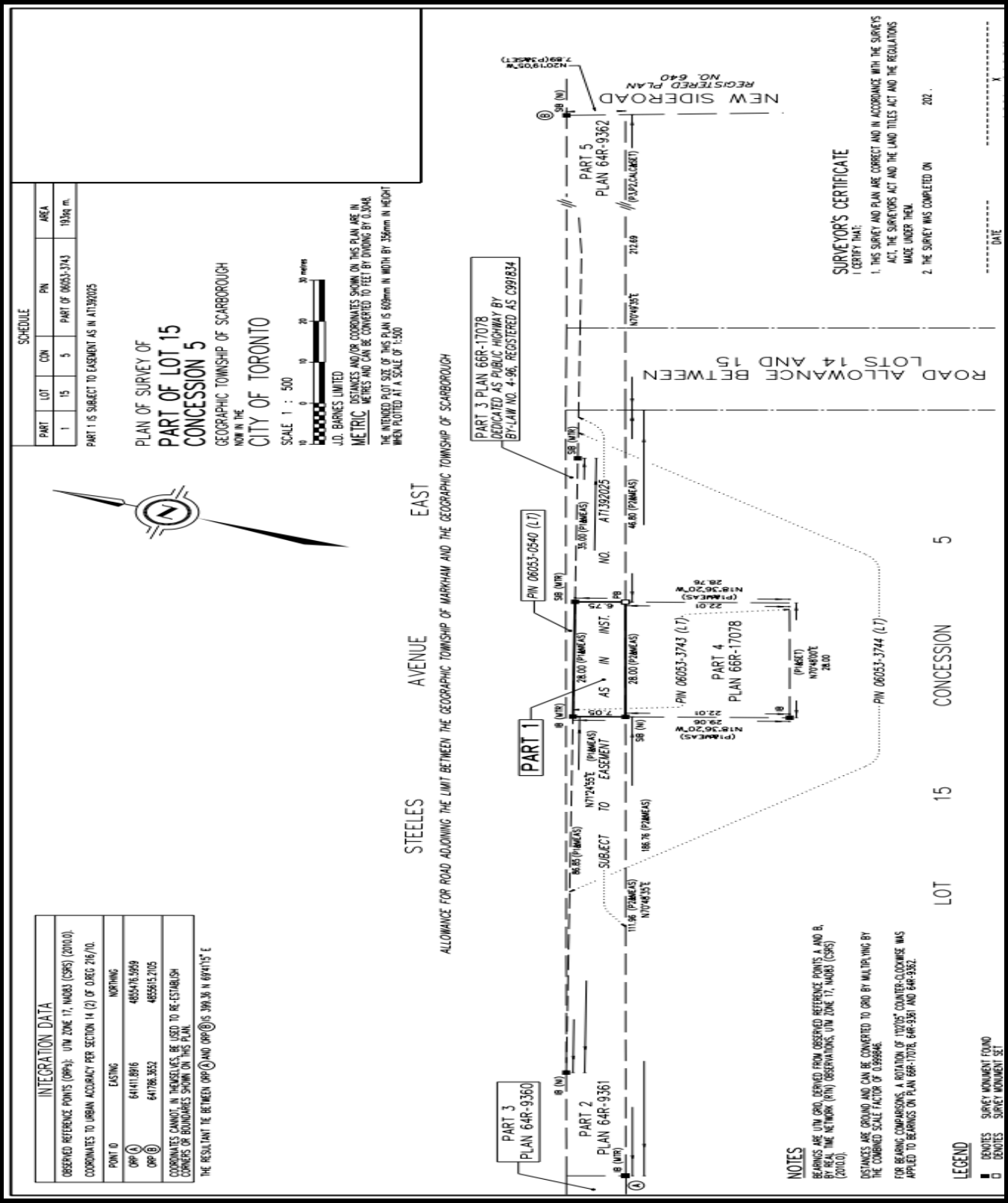
PT LT 6 CON 6RF GLOUCESTER PART 1, 4R-10265 & PART 2, 5R-5963;  
GLOUCESTER

PIN 03187-0004 (LT)

PT W1/2 LT 30 CON 2 MARKHAM AS IN MA49406; RICHMOND HILL

[illegible]

Attachment "C" - Draft Survey Plan



Attachment "D" - Location Map

