

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**By-law 2008-24**

**A By-law to provide for Execution of Easement Agreement with Union Gas  
Resulting from Municipal Request for Relocation of Pipeline**

**WHEREAS** the Town of Amherstburg has requested Union Gas provide relocation of pipeline from Dalhousie Street South of Richmond Street to a point North of Park Street;

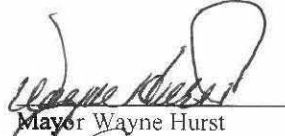
**AND WHEREAS** the transfer of easement is required respecting property being Part Lots 8 & 9, West Side of Dalhousie Street in the Town of Amherstburg;

**AND WHEREAS** the Council deems it appropriate to grant the said transfer of easement for to permit the relocation of pipeline;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That a Transfer of Easement in the form annexed hereto and referred to as Schedules "A" be granted to Union Gas with respect to Part Lots 8 & 9, West Side of Dalhousie Street.
2. That the Mayor and Clerk be authorized to execute documents affecting same and affix the corporate seal thereto.
3. This By-law shall come into force and effect upon the date of final passage.

Read a first, second and third time and finally passed this 14<sup>th</sup> day of April, 2008.

  
\_\_\_\_\_  
Mayor Wayne Hurst

  
\_\_\_\_\_  
Clerk Pamela Matoff

Certified to be a true copy of  
By-law 2008-24 passed by the  
Amherstburg Municipal Council  
on April 14<sup>th</sup>, 2008.

FOR OFFICE USE ONLY

New Property Identifiers  Executions	Additional: See Schedule <input type="checkbox"/>  Additional: See Schedule <input type="checkbox"/>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 6 pages (3) Property Identifier(s) Block 70552 Property 0235 70552 0208 Additional: See Schedule <input type="checkbox"/> (4) Consideration ONE----- Dollars \$ 1.00 (5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> <b>Servient Lands</b> Part of Lots 8 and 9, West Side of Dalhousie Street, Registered Plan Number 1, Town of Amherstburg, County of Essex, described as Part(s) on Plan 12R-
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(6) This Document Contains	(a) Redescription New Easement Plan/Sketch <input checked="" type="checkbox"/>	(b) Schedule for: Description <input checked="" type="checkbox"/>	Additional Parties <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	(7) Interest/Estate Transferred <del>Fee Simple</del> <b>EASEMENT</b>
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(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that **We have authority to bind the Corporation. The Transferor hereby acknowledges that this transfer will be registered electronically, and the Transferor hereby authorizes the Transferee to complete the registration of the transfer.**

Name(s) <b>THE CORPORATION OF THE TOWN OF AMHERSTBURG</b>	Signature(s) <i>Wayne Hurst</i>	Date of Signature Y M D 2008 04 14
	Per: <i>Wayne Hurst</i> Name: <b>WAYNE HURST</b> Title: <b>MAYOR</b>	
	Per: <i>Amelia Waldott</i> Name: <b>AMELIA WALDOTT</b> Title: <b>CLERK</b>	2008 04 14

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s)	Signature(s)	Date of Signature Y M D

(10) Transferor(s) Address for Service: **271 Sandwich Street South, Amherstburg, Ontario N9V 2A5**

(11) Transferee(s) <b>UNION GAS LIMITED</b>	Date of Birth Y M D 2008
Per: <b>B.L. Haley</b> Title: <b>Senior Lands Agent</b>	

**I have authority to bind the Corporation**

(12) Transferee(s) Address for Service: **50 Keil Drive North, Chatham, Ontario N7M 5M1**

Planning Act - OPTIONAL Atk. Statement by Solicitor (if transferee is not a necessary party)	(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. Date of Signature Y M D Signature _____ Date of Signature Y M D Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Name and Address of Solicitor _____ Date of Signature Y M D Signature _____	Date of Signature Y M D
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Planning Act - OPTIONAL Atk. Statement by Solicitor (if transferee is not a necessary party)	(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Name and Address of Solicitor _____ Date of Signature Y M D Signature _____	Date of Signature Y M D
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(1) Assessment Roll Number of Property	Cty.	Mun.	Map	Sub.	Par.	<b>Not Assigned</b>		
(16) Municipal Address of Property <b>Not Assigned</b>							(17) Document Prepared by:	
							Union Gas Limited 50 Keil Drive North Chatham, Ontario N7M 5M1 File: D10 -	
							FOR OFFICE USE ONLY	
							Fees and Tax	
							Registration Fee	
							Land Transfer Tax	
							Total	

## Additional Property Identifier(s) and/or Other Information

This Easement is an easement in Gross

## PIPELINE EASEMENT

WHEREAS the Transferor is the owner in fee simple of those lands and premises more particularly described as: In the Town of Amherstburg, in the County of Essex, more particularly described as: FIRSTLY: Part of Lot 8, West Side of Dalhousie Street, Registered Plan Number 1 as in R987211 Except Part 2, Plan 12R-9961; Except the Easement therein ( P.I.N. 70552 - 0235 [ LT ] ) and SECONDLY: Part of Lots 8 & 9, West Side of Dalhousie Street, Registered Plan Number 1 & Water Lots in Front Thereof Parts 2 & 3, Plan 12R-1712 S/T Part 3, Plan 12R-1712 as in R194196; T/W over Part 2, Plan 6 Part 4 on Plan 12R-1712 as in R194916; S/T Easement over Part 5, Plan 12R22413 in favour of Parts 1 & 3, Plan 12R22413 as in CE199432. ( P.I.N. 70552 - 0208 [ LT ] )

(hereinafter called the "Transferor's Lands").

The Transferor does hereby GRANT, CONVEY, TRANSFER AND CONFIRM unto the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to all or any part of the lands of the Transferee's lands the right, liberty, privilege and easement on, over, in, under and/or through a strip of the Transferor's Lands more particularly described as being

Part of Lots 8 and 9, Registered Plan Number 1, Town of Amherstburg, County of Essex, described as Part(s) on Plan 12R-

(hereinafter referred to as the "Lands")

to survey, lay, construct, maintain, inspect, patrol, alter, remove, replace, reconstruct, repair, move, keep, use and/or operate one Pipe line for the transmission of pipeline quality natural gas as defined in The Ontario Energy Board Act S.O. 1998 (hereinafter referred to as the "Pipeline") including therewith all such buried attachments, equipment and appliances for cathodic protection which the Transferee may deem necessary or convenient thereto, together with the right of ingress and egress at any and all times over and upon the Lands for its servants, agents, employees, those engaged in its business, contractors and subcontractors on foot and/or with vehicles, supplies, machinery and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights, liberty, privileges and easement hereby granted. The Parties hereto mutually covenant and agree each with the other as follows:

1. In consideration of the sum of ONE DOLLARS (\$ 1.00 ) of lawful money of Canada (hereinafter called the "Consideration"), which sum is payment in full for the rights and interest hereby granted and for the rights and interest, if any, acquired by the Transferee by expropriation, including in either or both cases payment in full for all such matters as injurious affection to remaining lands and the effect, if any, of registration on title of this document and where applicable, of the expropriation documents, subject to Clause 12 hereof to be paid by the Transferee to the Transferor within 90 days from the date of these presents or prior to the exercise by the Transferee of any of its rights hereunder other than the right to survey (whichever may be the earlier date), the rights, privileges and easement hereby granted shall continue in perpetuity or until the Transferee, with the express written consent of the Transferor, shall execute and deliver a surrender thereof. Prior to such surrender Transferee shall remove all debris as may have resulted from the Transferee's use of the Lands from the Lands and in all respects restore the Lands to its previous productivity and fertility so far as is reasonably possible, save and except for items in respect of which compensation is due under Clause 2. hereof. Transferor and Transferee hereby agree that nothing herein shall oblige Transferee to remove the Pipeline from the Lands as part of Transferee's obligation to restore the Lands.

2. The Transferee shall make to the Transferor (or the person or persons entitled thereto) due compensation for any damages to the Lands resulting from the exercise of any of the rights herein granted, and if the compensation is not agreed upon by the Transferee and the Transferor, it shall be determined by arbitration in the manner prescribed by the Expropriations Act, R.S.O. 1990, Chapter E-26 or any Act passed in amendment thereof or substitution therefore. Any gates, fences and tile drains curbs, gutters, asphalt paving, lockstone, patio tiles interfered with by the Transferee shall be restored by the Transferee at its expense as closely as reasonably possible to the condition and function in which they existed immediately prior to such interference by the Transferee and in the case of tile drains, such restoration shall be performed in accordance with good drainage practice and applicable government regulations.

3. The Pipeline (including attachments, equipment and appliances for cathodic protection but excluding valves,

**Additional Property Identifier(s) and/or Other Information**

take-offs and fencing installed under Clause 9 hereof) shall be laid to such a depth that upon completion of installation it will not obstruct the natural surface run-off from the Lands nor ordinary cultivation of the Lands nor any tile drainage system existing in the Lands at the time of installation of the Pipeline nor any planned tile drainage system to be laid in the Lands in accordance with standard drainage practice, if the Transferee is given at least thirty (30) days notice of such planned system prior to the installation of the pipeline; provided that the Transferee may leave the Pipeline exposed in crossing a ditch, stream, gorge or similar object where approval has been obtained from the Ontario Energy Board or other Provincial Board or authority having jurisdiction in the premises. The Transferee agrees to make reasonable efforts to accommodate the planning and installation of future tile drainage systems following installation of the pipeline so as not to obstruct or interfere with such tile installation.

4. As soon as reasonably possible after the construction of the Pipeline, the Transferee shall level the Lands and unless otherwise agreed to by the Transferor, shall remove all debris as may have resulted from the Transferee's use of the Lands therefrom and in all respects restore the Lands to its previous productivity and fertility so far as is reasonably possible, save and except for items in respect of which compensation is due under Clause 2 hereof.

5. The Transferee shall indemnify the Transferor for any and all liabilities, damages, costs, claims, suits and actions which are directly attributable to the exercise of the rights hereby granted, except to the extent of those resulting from the gross negligence or willful misconduct of the Transferor.

6. In the event that the Transferee fails to comply with any of the requirements set out in Clause 2, 3, or 4 hereof within a reasonable time of the receipt of notice in writing from the Transferor setting forth the failure complained of the Transferee shall compensate the Transferor (or the person or persons entitled thereto) for any damage, if any, necessarily resulting from such failure and the reasonable costs if any, incurred in the recovery of those damages.

7. Except in case of emergency, the Transferee shall not enter upon any of the Transferor's Lands, other than the Lands, without the consent of the Transferor. In case of emergency the right of entry upon the Transferor's Lands for ingress and egress to and from the Lands is hereby granted. The determination of what circumstances constitute an emergency, for purposes of this paragraph is within the absolute discretion of the Transferee, 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 provisions of paragraph 2 herein. The Transferee will, within 72 hours of entry upon such lands, advise the Transferor of the said emergency circumstances and thereafter provide a written report to Transferor with respect to the resolution of the emergency situation. The Transferee shall restore the lands of the Transferor at its expense as closely as reasonably practicable to the condition in which they existed immediately prior to such interference by the Transferee and in the case of tile drains, such restoration shall be performed in accordance with good drainage practice.

8. The Transferor shall have the right to fully use and enjoy the Lands except for planting trees over the lessor of the Lands or a six (6) metre strip centered over the Pipeline, and except as may be necessary for any of the purposes hereby granted to the Transferee, provided that without the prior written consent of the Transferee, the Transferor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected in, on, over or through the Lands any pit, well, foundation, pavement, building, mobile homes or other structure or installation. Notwithstanding the foregoing the Transferee upon request shall consent to the Transferor erecting or repairing fences, hedges, pavement, lockstone constructing or repairing tile drains and domestic sewer pipes, water pipes, and utility pipes and constructing or repairing lanes, roads, driveways, pathways, and walks across, on and in the Lands or any portion or portions thereof, provided that before commencing any of the work referred to in this sentence the Transferor shall (a) give the Transferee at least 30 clear days notice in writing describing the work desired so as to enable the Transferee to evaluate and comment on the work proposed and to have a representative inspect the site and/or be present at any time or times during the performance of the work, (b) shall follow the instructions of such representative as to the performance of such work without damage to the Pipeline, (c) shall exercise a high degree of care in carrying out any such work and, (d) shall perform any such work in such a manner as not to endanger or damage the Pipeline as may be required by the Transferee.

9. The rights, privileges and easement herein granted shall include the right to install, keep, use, operate, service, maintain, repair, remove and/or replace in, on and above the Lands any valves and/or take-offs subject to additional agreements and to fence in such valves and/or take-offs and to keep same fenced in, but for this right the Transferee shall pay to the Transferor (or the person or persons entitled thereto) such additional compensation as may be agreed upon and in default of agreement as may be settled by arbitration under the provisions of The Ontario Energy Board Act, S.O. 1998, or any Act passed in amendment thereof or substitution therefore. The

## Additional Property Identifier(s) and/or Other Information

Transferee shall keep down weeds on any lands removed from cultivation by reason of locating any valves and/or take-offs in the Lands.

Notwithstanding any rule of law or equity and even though the Pipeline and its appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.

11. Neither this Agreement nor anything herein contained nor anything done hereunder shall affect or prejudice the Transferee's rights to acquire the Lands or any other portion or portions of the Transferor's lands under the provisions of The Ontario Energy Board Act, S.O. 1998, or any other laws, which rights the Transferee may exercise at its discretion in the event of the Transferor being unable or unwilling for any reason to perform this Agreement or give to the Transferee a clear and unencumbered title to the easement herein granted.

12. The Transferor covenants that he has the right to convey this easement notwithstanding any act on his part, that he will execute such further assurances of this easement as may be requisite and which the Transferee may at its expense prepare and that the Transferee, performing and observing the covenants and conditions on its part to be performed, shall have quiet possession and enjoyment of the rights, privileges and easement hereby granted. If it shall appear that at the date hereof the Transferor is not the sole owner of the Lands, this Indenture shall nevertheless bind the Transferor to the full extent of his interest therein and shall also extend to any after-acquired interest, but all moneys payable hereunder shall be paid to the Transferor only in the proportion that his interest in the Lands bears to the entire interest therein.

In the event that the Transferee fails to pay the consideration as hereinbefore provided, the Transferor shall have the right to declare this easement canceled after the expiration of 15 days from personal service upon the Secretary, Assistant Secretary or Manager, Lands Department of the Transferee at its Executive Head Office in Chatham, Ontario, (or at such other point in Ontario as the Transferee may from time to time specify by notice in writing to the Transferor) of notice in writing of such default, unless during such 15 day period the Transferee shall pay the said consideration; upon failing to pay as aforesaid, the Transferee shall forthwith after the expiration of 15 days from the service of such notice execute and deliver to the Transferor at the expense of the Transferee, a valid and registerable release and discharge of this easement.

14. All payments under these presents may be made either in cash or by cheque of the Transferee and may be made to the Transferor (or person or persons entitled thereto) either personally or by mail. All notices and mail sent pursuant to these presents shall be addressed to the Transferor at 271 Sandwich Street South, Amherstburg, Ontario N9V 2A5 and to the Transferee at Union Gas Limited, P.O.Box 2001, 50 Keil Drive North, Chatham, Ontario N7M 5M1. Attention: Manager, Lands or to such other address in either case as the Transferor or the Transferee respectively may from time to time appoint in writing.

15. The rights, privileges and easement hereby granted are and shall be of the same force and effect as a covenant running with the land and this Indenture, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto respectively; and, wherever the singular or masculine is used it shall, where necessary, be construed as if the plural, or feminine or neuter had been used, as the case may be.

16. The Transferor hereby acknowledges that this transfer will be registered electronically and the Transferor hereby authorizes the Transferee to complete the registration of this transfer.

Additional Property Identifier(s) and/or Other Information

Municipality of Chatham-Kent

Province of Ontario

DECLARATION REQUIRED UNDER SECTION 50 OF THE PLANNING ACT, R.S.O. 1990, as amended

I, B. L. Haley, of the Municipality of Leamington, in the Province of Ontario.

DO SOLEMNLY DECLARE THAT

- 1. I am a Senior Lands Agent, Lands Department of Union Gas Limited, the Transferee in the attached Grant of Easement and as such have knowledge of the matters herein deposed to.
- 2. The use of or right in the land described in the said Grant of Easement is being acquired by Union Gas Limited for the purpose of a hydrocarbon pipeline within the meaning of part VI of the Ontario Energy Board Act, 1998.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED before me at the Municipality of Chatham-Kent, in the Province of Ontario

this \_\_\_ day of \_\_\_\_\_, 2008

B. L. Haley  
Senior Lands Agent

A Commissioner, etc.

FOR OFFICE USE ONLY



Ministry of Finance  
Motor Fuels and  
Tobacco Tax Branch  
PO Box 525  
33 King St West  
Oshawa ON L1H 8H9

Property Identifier(s) No.  
70552-0235  
70552-0208

Land Transfer Tax Affidavit  
Land Transfer Tax Act

Refer to instructions on reverse side.

In the Matter of the Conveyance of (insert brief description of land) Part of Lots 8 & 9, West Side of Dalhousie Street,  
R egistered Plan No. 1, Town of Amherstburg, County of Essex, described as Part(s)  
on Plan 12R-

BY (print names of all transferors in full) THE CORPORATION OF THE TOWN OF AMHERSTBURG

TO (print names of all transferees in full) UNION GAS LIMITED

I B.L. Haley, Senior Lands Agent

have personal knowledge of the facts herein deposed to and Make Oath and Say that:

- I am (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):
  - (a) the transferee named in the above-described conveyance;
  - (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
  - (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for \_\_\_\_\_ (the transferee(s));
  - (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse or same-sex partner) \_\_\_\_\_ who is my spouse or same-sex partner.
  - (e) the transferor or an officer authorized to act on behalf of the transferor company and  I am tendering this document for registration and  no tax is payable on registration of this document.

2. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$	<u>1.00</u>	} All blanks must be filled in. Insert "Nil" where applicable.
(b) Mortgages (i) Assumed (principal and interest)	\$	<u>Nil</u>	
(ii) Given back to vendor	\$	<u>Nil</u>	
(c) Property transferred in exchange (detail below in para. 5)	\$	<u>Nil</u>	
(d) Other consideration subject to tax (detail below)	\$	<u>Nil</u>	
(e) Fair market value of the lands (see instruction 2)	\$	<u>Nil</u>	
(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (Total of (a) to (e))	\$	<u>1.00</u>	\$ <u>1.00</u>
(g) Value of all chattels - items of tangible personal property which are taxable under the provisions of the Retail Sales Tax Act	\$	<u>Nil</u>	
(h) Other consideration for transaction not included in (f) or (g) above	\$	<u>Nil</u>	
(i) Total Consideration	\$	<u>1.00</u>	

- To be completed where the value of the consideration for the conveyance exceeds \$400,000.00. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:
  - does not contain a single family residence or contains more than two single family residences;
  - contains at least one and not more than two single family residences; or
  - contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ \_\_\_\_\_ and the remainder of the lands are used for \_\_\_\_\_ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one per cent upon the value of the consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

4. If consideration is nominal, is the land subject to any encumbrance?  Yes  No

5. Other remarks and explanations, if necessary. Exempt from Land Transfer Tax pursuant to Ontario Revised Regulation 695/90 - easement for the purpose of a hydrocarbon pipeline.

Sworn/affirmed before me in the Municipality of Chatham-Kent  
Province of Ontario

This \_\_\_\_\_ day of \_\_\_\_\_, 2008

B. L. Haley Signature(s)

A Commissioner for taking Affidavits, etc.

Property Information Record

- Describe nature of instrument: Easement for a hydrocarbon pipeline
- (i) Address of property being conveyed (if available) Not Assigned  
(ii) Assessment Roll No. (if available) n/a
- Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed 271 Sandwich Street South, Amherstburg, Ontario N9V 2A5
- (i) Registration number for last conveyance of property being conveyed (if available) \_\_\_\_\_  
(ii) Legal description of property conveyed: Same as in D(i) above.  Yes  No  Not known
- Name(s) and address(es) of each transferee's solicitor: Legal Service, Union Gas Limited, 50 Keil Drive North, Chatham, Ontario N7M 5M1

For Land Registry Office Use Only	
Registration No.	
Registration Date (Year/Month/Day)	
Land Registry Office No.	

- School Support (Voluntary Election) (See reverse for explanation)
- |   |                          |                          |
|---|--------------------------|--------------------------|
|   | Yes                      | No                       |
| (a) Are all individual transferees Roman Catholic?  | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters?                 | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Do all individual transferees have French Language Education Rights?  | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? | <input type="checkbox"/> | <input type="checkbox"/> |

Note: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).

