

TEMPORARY LAND USE AGREEMENT

(hereinafter called the "Agreement")

Between

THE CORPORATION OF HALDIMAND COUNTY |
(hereinafter called the "Owner")

and

ENBRIDGE GAS INC.
(hereinafter called the "Company")

In consideration of the sum of FIVE HUNDRED ---- 00/100 Dollars (\$500.00) payable by the Company the Owner of

PIN 38162-0052 (R), Legal Description: PT LT 10 S/S CAITHNESS, 11 S/S CAITHNESS PL TOWN OF CALEDONIA PT 1-6 18R6228; HALDIMAND COUNTY

PIN 38162-0058 (LT), Legal Description: PT MORAY ST PL TOWN OF CALEDONIA W OF ARGYLE ST N EXCEPT HC113073 & HC150147; HALDIMAND COUNTY |

labelled as **Appendix "A"** hereto, hereby grants to the Company, its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a parcel of land (hereinafter called the "Lands") more particularly described on the Sketch attached hereto labelled as Appendix "B" and forming part of this Agreement, the Lands being immediately adjacent to and abutting the Easement for any purpose incidental to, or that the Company may require in conjunction with, the construction by or on behalf of the Company of a proposed Easement and appurtenances on the Lands including, without limiting the generality of the foregoing, the right to make temporary openings in any fence (if applicable) along or across the Lands and to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

1. This Agreement is granted upon the following understandings:

- a) The rights hereby granted shall be for a period of ONE (1) week in 2020. The Owner shall be notified at least TWO (2) days prior to the start of this period. |
- b) The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted and if the compensation is not agreed upon it shall be determined in the manner prescribed by Section 100 of The Ontario Energy Board Act, R.S.O. 1998 S.O. 1998, c.15 Schedule B, as amended or any Act passed in amendment thereof or substitution there for;
- c) As soon as reasonably possible after the construction, the Company at its own expense will level the Lands, remove all debris therefrom and in all respects, restore the Lands to their former state so far as is reasonably possible, save and except for items in respect of which compensation is due under paragraph (b) and the Company will also restore any gates and fences interfered with around, (*if applicable*) the Lands as closely and as reasonably possible to the condition in which they existed immediately prior to such interference by the Company.
- d) It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under the Clause to the extent to which such loss, damage or injury is caused or contributed to by the gross negligence or wilful misconduct of the Owner.
- e) The Company covenants and agrees to indemnify, defend and save the Transferor hold harmless against all manner of actions, causes of action, claims, demands, losses, costs, damages and expenses of whatever kind or nature that may be suffered by or occasioned to the Transferor in any manner whatsoever, by reason of existence of the said gas pipeline Infrastructure.
- f) Throughout the term of the agreement, the Company covenants and agrees at all times to take out and keep in full force and affect a policy (or policies) of
 1. Commercial General Liability Insurance on an occurrence basis, including but not limited to bodily and personal injury liability, extended bodily injury, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket

contractual liability, premises liability, and contingent employer's liability coverage, having an inclusive limit of not less than \$5,000,000 per occurrence. The insurance policy will contain Cross Liability and Severability of Interest clauses and name Haldimand County as an Additional Insured;

- 2. Errors and Omissions Liability insurance in an amount of not less than \$2,000,000 per occurrence for any error or omission arising from any consulting, testing and work performed;
 - 3. Environmental Impairment Liability insurance in an amount of not less than \$5,000,000 per occurrence covering any pollution event arising from the work performed including on site clean up as required by law or ordinance;
 - 4. Non Owned Automobile Liability insurance in an amount of not less than \$2,000,000 per occurrence;
 - 5. Standard Ontario Auto Third Party Liability for any vehicles owned, rented or leased by in an amount of not less than \$2,000,000.
- g) The Company shall provide a Certificate of Insurance that will provide 30 days' written notice of cancellation, alteration or material change. The Certificate of Insurance shall identify the activity to which the Certificate applies. The policies shall apply as primary and not as excess of any insurance available to the Transferor. Insurance companies providing coverage must be licensed to do business in the Province of Ontario.

The Company and the Owner agree to perform the covenants on its part herein contained.

Dated this ____ day of _____ 2020.

THE CORPORATION OF HALDIMAND COUNTY

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

Address (Owner)

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

Address (Owner)

ENBRIDGE GAS INC.

Signature (Company)

Cheryl Chauvin-Fryscok, Team Lead Land Support
Name & Title (Enbridge Gas Inc.)
I have authority to bind the Corporation.

519-436-4673
Telephone Number (Enbridge Gas Inc.)

Additional Information: (if applicable):

Property Address:

HST Registration Number:

APPENDIX "A"

LEGAL DESCRIPTION

PIN 38162-0052 (R)

PT LT 10 S/S CAITHNESS, 11 S/S CAITHNESS PL TOWN OF CALEDONIA PT 1-6 18R6228;
HALDIMAND COUNTY SUBJECT TO AN EASEMENT IN GROSS OVER PT LT 10 S/S CAITHNESS ST
PTS 1 & 2 18R7202 AS IN HC304921



PIN 38162-0058 (LT)

PT MORAY ST PL TOWN OF CALEDONIA W OF ARGYLE ST N EXCEPT HC113073 & HC150147;
HALDIMAND COUNTY SUBJECT TO AN EASEMENT IN GROSS OVER PART OF MORAY STREET,
PLAN OF THE TOWN OF CALEDONIA DESIGNATED AS PART 11 ON 18R-7363 AS IN CH65284
SUBJECT TO AN EASEMENT IN GROSS OVER PART 3, 18R7260 UNTIL 2028/12/31 AS IN CH95661



APPENDIX "B"

PROPERTY SKETCH

Temporary Land Use Area and approximate location of existing and proposed gas lines on PIN 38162-0052 and 38162-0058



- Property Line
- Existing 4" Gas Main and Service Line to be abandoned
- New Service Line (no easement required)
- New Gas Main (3m wide easement required)
- Temporary Land Use Area (20 parking spaces)