

AGREEMENT FOR RIGHT-OF-WAY AND EASEMENT

MANY ISLANDS PIPE LINES (CANADA) LIMITED

SASKATCHEWAN

WHEREAS this Agreement for right-of-way and easement is granted pursuant to the National Energy Board Act of Canada, as amended from time to time (the "NEB Act").

AND WHEREAS, the parties have further agreed to address temporary working space for construction of the facilities.

I/WE, _____, of _____, in the Province of Saskatchewan (hereinafter called the "Grantor"), being registered as owner of an estate in fee simple in all that certain tract of land situate in the Province of Saskatchewan and being composed of:

(hereinafter called the "Lands")

IN CONSIDERATION OF the following payment or payments made to the Grantor or to a person designated by the Grantor by **Many Islands Pipe Lines (Canada) Limited**, a Corporation incorporated under the laws of Canada and having its head office at the City of Regina, in the Province of Saskatchewan (hereinafter called the "Grantee"):

(COMPLETE A, B or C. STRIKE CLAUSES NOT USED)

(a) A lump-sum payment equal to \$_____.

OR

(b) The Grantor may at his option elect to be paid the compensation for this easement by annual payments instead of the lump-sum payment referred to above, which annual payments will be equal to \$_____, payable on the date of execution of this Agreement, and a further sum of \$_____, payable on the anniversary of such date in each and every year thereafter for a period of _____ years or until abandonment of the rights affecting this easement, if prior to the expiration of such period.

OR

(c) The Grantor may at his option elect to be paid the compensation for this easement by periodic or annual payments of a different or equal amount instead of the lump-sum payment referred to above, which periodic or annual payments will be equal to \$_____, payable as follows _____ for a period of _____ or until abandonment of the rights affecting this easement, if prior to the expiration of such period.

DO HEREBY GRANT, TRANSFER AND CONVEY to the Grantee, for itself, its servants, agents and contractors the right, licence and easement on, over, under and through the said lands for the laying down, construction, operation, maintenance, inspection, patrolling (including aerial patrol), alteration, removal, replacement, reconstruction and repair of a pipeline, together with all the works, apparatus and equipment of the Grantee useful in connection with or incidental to its undertaking, including, but without limiting the generality of the foregoing, all such pumping stations, structures, valves, fittings, communication systems, meters, structures and other equipment, apparatus and appurtenances as may be necessary or convenient for the carriage, conveyance, transportation, storage and handling of natural, artificial or manufactured gas and oil and other gaseous or liquid hydrocarbons and any product or by-product thereof, as well as other gaseous, liquid or solid substances which the Grantee or anyone claiming hereunder through the Grantee now or hereafter may be authorized to carry, convey, transport and handle through its pipelines, together with the right of ingress to and egress from over, across and through the said lands for its servants and agents and its and their vehicles, supplies and equipment for all purposes useful or convenient or incidental to the exercise and enjoyment of the right, licence and easement herein granted.

The said right, licence and easement is granted herein as and from the date hereof and for so long thereafter as the Grantee desires to exercise the same on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee:

1. The Grantor shall have the right fully to use and enjoy the Lands except as may be necessary for the purposes herein granted to the Grantee provided, however, that the Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install, place, plant, erect or permit to be excavated, drilled, installed, placed, planted or erected on, over, under, across or through the Right-of-Way any pit, well, foundation, pavement, building or other structure or installation.
2. The Grantee agrees to pay to the Grantor compensation for all damages suffered as a result of the operations of the Grantee. Without limiting the generality of the foregoing, the Grantee will compensate the Grantor for damage done to any crops, livestock, grains, irrigation ditches, buildings, fences, culverts, bridges and lanes on the Lands by reason of the exercise of the rights herein granted.

3. The Grantee will as soon as weather and soil conditions permit and insofar as it is practicable to do so, bury all equipment and appurtenances so as not to interfere unreasonably with the drainage or ordinary cultivation of the Right-of-Way.
4. Notwithstanding that in constructing, maintaining and operating its pipelines the Grantee may from time to time install equipment and appurtenances in, on or under the Lands in such manner that it or they become affixed to the realty, the title to such other equipment and appurtenances shall nevertheless remain in the Grantee and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors and assigns. Upon the discontinuance of the use of the Right-of-Way and of the exercise of the rights hereby granted, the Grantee shall and will restore the Lands to the same condition, so far as it is practicable so to do, as the same were in prior to the entry thereon and the use thereof by the Grantee but may, if it so elects, leave equipment and appurtenances buried underground, in which event the title thereto shall cease to be in the Grantee but shall merge with the realty.
5. Nothing herein contained shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the Lands, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the works of the Grantee.
6. The Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the right, licence and easement hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for, the Grantor.
7. The Grantor will, if so requested by the Grantee, execute such further and other documents of title and assurances in respect of the Lands as may be necessary to give effect to this Agreement.
8. The rights of the Grantee hereunder may be assigned in whole in or part.
9. All notices to be given hereunder may be given by the registered letter addressed to the Grantee at 1777 Victoria Avenue, Regina, Saskatchewan, S4P 4K5, and to the Grantor at _____, or such other address as the Grantor and the Grantee may respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid and registered.
10. The Grantor agrees to use his best efforts to give his officers, servants, agents, and employees notice of the location of the Grantee's easement and to prevent or avoid the occurrence of any act or omission on the said Right-of-Way which may cause damage to the Grantee's property.
11. The Grantor covenants with the Grantee that he has the right to convey the easement and the Right-of-Way referred to herein and that such easement and the Right-of-Way will be conveyed to the Grantee free and clear of all liens, charges and encumbrances, except for the liens, charges and encumbrances registered against the Certificate of Title for the Lands as of the date the Grantor executes this Agreement.
12. The Grantee agrees to indemnify the Grantor from all liabilities, damages, claims, suits and actions resulting from the Grantee's operations, pipelines or abandoned pipelines, other than liabilities, damages, claims, suits and actions resulting from the gross negligence or willful misconduct of the owner of the lands.
13. The use of the Lands shall be restricted to the facilities for which the Lands are by this Agreement specified to be required, unless the Grantor consents to any proposed additional use at the time of the proposed additional use.
14. Grantee is hereby granted the right to occupy the Land for the purpose(s) of temporary work space relating to construction of the facilities, including land outside of the Right of Way as shown on Schedule A (the "Additional Land"), until restoration of the said Additional Land and said Additional Land shall be restored to the same condition, so far as may be practicable so to do, as the same were in prior to entry thereon and use thereby by Grantee.17. The Grantor acknowledges receipt, prior to the entering into of this Agreement, of a notice setting out or accompanied by:
 - (a) a description of the portion of the Lands of the Grantor required by the Grantee;
 - (b) details of the compensation offered by the Grantee for the Lands required;
 - (c) a detailed statement made by the Grantee of the value of the Lands required in respect of which compensation was offered;
 - (d) a description of the procedure for approval of the detailed route of the Grantee's facilities; and
 - (e) a description of the procedure available for negotiation and arbitration under Part V of the NEB Act in the event that the Grantor and Grantee are unable to agree on any matter respecting the compensation payable.
15. (a) Except as provided in subclauses (b) or (c) of this paragraph 17, periodic payments of compensation, if any, shall be made to the registered owner from time to time of the Lands.
 - (b) In the event of change in the ownership of all or part of the Lands, the Grantee may, nevertheless, at its option, continue until thirty (30) days after proper notice of such change has been given to the Grantee to

make such periodic payments to the person or persons to whom it was making such payments at the time of such change.

- (c) In the event the change of ownership includes a severance in ownership of the Lands, the notice referred to in subclause (b) of this paragraph 17 may include a provision as to the manner in which such future periodic payments of the compensation are to be divided between or among the registered owners of the Lands. If no such direction is given, all payments at the Grantee's option may be made prorata.
 - (d) For the purposes of this paragraph 17, "proper notice" shall consist of (i) written notice of such change in ownership executed by both the prior registered owner and the new registered owner, accompanied by (ii) a notarial or certified copy of the registered instrument effecting such change in ownership.
16. Incorporated into this Agreement as if set out verbatim herein is any provision that must be included within an easement agreement pursuant to any legislation or order of an administrative body having jurisdiction, including, without limitation, any provision of the NEB Act, regulations passed pursuant thereto or any order of the National Energy Board of Canada.
 17. This Agreement shall be subject to all present and future legislation or orders of any administrative body having jurisdiction, including, without limitation, the provisions of the NEB Act, regulations passed pursuant thereto or any orders of the National Energy Board of Canada.
 18. This Agreement containing a grant of easement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and these presents 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 Grantor and the Grantee respectively; and wherever the singular or masculine is used, it shall be considered as if the plural or the feminine or the neuter, as the case may be, had been used, where the context so requires.
 19. In addition to consideration paid, the owner is also to be paid \$ _____ Goods and Service Tax ("GST"). The owner's GST registration number is _____.
 - The owner does not have a GST number and/or elects to not be paid GST with respect to the consideration paid.
 20. The Grantee proposes to install one (1) pipeline in the Right-of-Way. The Grantee will only install additional facilities in the Right-of-Way with the consent and agreement of the Grantor, 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 NEB Act.
 21. This Agreement shall not affect or prejudice the Grantee's statutory rights to acquire an easement or any portion of the Lands under the provisions of the NEB Act, or any other laws, which rights may be exercised at the Grantee's discretion in the event of the Grantor being unable or unwilling for any reason to perform this Agreement or to give to the Grantee a clear and unencumbered title to the Right-of-Way and easement herein granted.
 22. The Grantee 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 Grantor, or, in the absence of such consent and agreement, in accordance with all authorizations and determinations made under the NEB Act (including determinations made with respect to compensation payable).
 23. The Grantee will not object to any application made by the Grantor pursuant to section 112 of the NEB Act so long as the proposed crossing is made in accordance with good engineering practice and does not interfere with the operations of the Grantee on the Lands.
 24. The Grantor agrees that the Grantee may, at its option, at any time in the course of operating the facilities contemplated in this Agreement, enter upon the Right-of-Way with personnel and equipment and remove all shrubs and trees from the Right-of-Way.
 25. The Grantor 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 Grantor has selected the method of compensation hereinbefore set out. The Grantor further confirms that if the Grantor has selected annual or other periodic payments, the amount of such compensation payable by the Grantee shall be reviewed every five (5) years if the period of compensation extends beyond five (5) years. In the case of any disagreement as to the amount of the periodic payment or any matter in connection therewith, the provisions of the NEB Act shall govern the resolution of such dispute.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal this _____ day of _____, A.D. 20_____, and the Grantee has caused these presents to be executed on its behalf by the signature of its attorney thereunto duly authorized.

SIGNED, SEALED AND DELIVERED

by the Grantor, in the presence of:

Witness

Grantor

SIGNED ON BEHALF of the Grantee
by the Attorney for the Grantee
in the presence of:

**MANY ISLANDS PIPE LINES
(CANADA) LIMITED**

Per:

Vice President, General Counsel & Corporate Secretary

C A N A D A)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, _____, Land Acquisition Agent, of the City of Regina, in the Province of Saskatchewan, **MAKE OATH AND SAY:**

- 1. **THAT** I was personally present and did see _____ named in the within Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein;
- 2. **THAT** the same was executed at _____, in the Province of Saskatchewan, AND I AM THE SUBSCRIBING WITNESS THERETO;
- 3. **THAT** _____, of the City of Regina, know the said _____ and he/she is in my belief eighteen years of age or more.

SWORN before me at the _____)
of _____, in the)
Province of Saskatchewan, this _____ day)
of _____, A.D. 20____.)
_____)

A COMMISSIONER FOR OATHS/Notary Public in and for the Province of Saskatchewan/Being a Solicitor
My Commission expires _____

C A N A D A)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF RIGHT-OF-WAY AGENT

I, _____, of the City of Regina, in the Province of Saskatchewan, **MAKE OATH AND SAY:**

- 1. **THAT** I am the duly authorized right-of-way or purchasing agent of MANY ISLANDS PIPE LINES (CANADA) LIMITED, the Grantee named in the within Instrument;
- 2. **THAT** in respect of all material matters relating to the within Instrument there has been compliance with the Sections 1 to 9 of *The Public Utilities Easements Act* of Saskatchewan

SWORN before me at the _____)
of _____, in the)
Province of Saskatchewan, this _____ day)
of _____, A.D. 20____.)
_____)

A COMMISSIONER FOR OATHS/NOTARY PUBLIC in and for the Province of Saskatchewan/Being a Solicitor
My Commission expires _____

C A N A D A)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, _____, of the _____ of _____, in the Province of Saskatchewan, **MAKE OATH AND SAY:**

- 1. **THAT** I was personally present and did see _____, in his/her capacity as attorney for MANY ISLANDS PIPE LINES (CANADA) LIMITED, named in the within Instrument, who is personally known to me, duly sign and execute the same for the purposes named therein;
- 2. **THAT** the same was executed at _____, in the Province of Saskatchewan, AND I AM THE SUBSCRIBING WITNESS THERETO;
- 3. **THAT** I know the said _____, and he/she is in my belief eighteen years of age or more.

SWORN before me at the _____)
of _____, in the)
Province of Saskatchewan, this _____ day)
-of _____, A.D. 20____.)
_____)

A COMMISSIONER FOR OATHS/NOTARY PUBLIC in and for the Province of Saskatchewan/Being a Solicitor
My Commission expires _____

