

### TEMPORARY WORKING SPACE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

(hereinafter called the "Owner")

- and -

NOVA Gas Transmission Ltd., a body corporate with head office in the City of Calgary, in the Province of Alberta, (hereinafter called the "Company")

WHEREAS the Owner is registered as owner of an estate in fee simple subject, however, to such encumbrances, liens and interests as are set forth in the existing certificate of title, in all that certain tract of land situate in the Province of Alberta and being composed of:

subject to any exceptions or reservations of mines or minerals appearing on the title, but, in any case, excepting thereout all mines and minerals (hereinafter referred to as the "said Lands"); and

WHEREAS the Company has acquired a right-of-way from the Owner through the said Lands for the purpose, inter alia, of constructing a pipeline all as more particularly described in a Grant of Right-of-Way (the "Grant") between the Owner and the Company; and

WHEREAS the Company wishes to acquire the right from the Owner to use a portion of the said Lands as shown on the attached drawing(s) for working space (hereinafter called the "Working Space") for a period of two (2) years following commencement of construction of the said pipeline.

NOW THEREFORE this Agreement witnesseth that in consideration of the covenants, agreements and payments hereinafter set forth, the parties covenant and agree as follows:

1. In consideration of the payment of the sum of Dollars (\$) \_\_\_\_\_, the Owner hereby grants to the Company, and the Company's employees, agents, contractors, subcontractors, successors and assigns, the right, license, privilege, liberty and easement to clear and use the Working Space with vehicles, supplies, and equipment prior to, during and until the completion of the construction of the aforesaid pipeline, for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights and privileges provided for in the Grant.
2. The Company shall compensate the Owner for all damage occurring as a result of the Company's use of the Working Space. Upon abandonment of the Working Space, the Company will, so far as may be practical so to do, restore the surface of the Working Space to the same condition as it was prior to the Company's entry thereon and use thereof.
3. It is further agreed that the Company may, at any time for whatsoever reason or cause, at its election on notice in writing to the Owner, terminate this Agreement, and upon giving such notice this Agreement shall be of no further effect and the Company shall stand relieved of all of its obligations hereunder other than those which accrued prior to the date of termination.
4. All notices to be given hereunder shall be in writing and may be served personally or by first class mail, postage prepaid, addressed to the Owner at \_\_\_\_\_ and to the Company at 450 – 1<sup>st</sup> Street S.W., P.O. Box 1000, Stn. M Calgary, Alberta, Canada, T2P 4K5 or such other address, in either case, as the Owner or the Company respectively may from time to time advise, and any such notice shall be deemed to be given to and received by the addressee upon personal service or, if served by first class mail, seven (7) days after the mailing thereof, postage prepaid.
5. The Company and the Owner hereby agree and acknowledge that this Agreement does not constitute a right or interest in land.
6. This Agreement sets forth the entire agreement and understanding between the parties hereto, and the Owner agrees that there are no representations affecting the subject matter hereof other than as are set forth herein.

SIGNED AND DELIVERED by the Owner, in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_

NOVA Gas Transmission Ltd.

Per: \_\_\_\_\_

Per: \_\_\_\_\_