

**11.0 LAND**

This section describes the land requirements for the Project and the NGTL process for acquiring these lands. The land requirements include:

- permanent Crown and private land tenure for the pipelines and associated facilities
- TWS requirements for pipeline construction

**11.1 GENERAL LAND INFORMATION**

The Project will require a total length of approximately 305.9 km of constructed pipeline ROW, including:

- approximately 180.9 km of pipeline ROW for the Aitken Creek section
- approximately 125.0 km of pipeline ROW for the Kahta section

The Project will also require:

- approximately 16 hectares for compressor station sites
- approximately 7.3 hectares for meter station sites

The Project will also require land for temporary workspace.

**11.2 LAND OWNERSHIP**

Table 11-1 summarizes the various types of land crossed by the pipeline ROW. The land ownership breakdown for the facility sites is shown in Section 11.6.

**Table 11-1: Land Ownership along Pipeline ROW**

Land Type	Approximate Percentage of Land Crossed	Length (km)
<b>Aitken Creek Section</b>		
Private (Freehold)	15	26.7
Provincial (Crown)	85	154.2
Federal	0	0.0
Municipal	0	0.0
<b>Total</b>	<b>100</b>	<b>180.9</b>
<b>Kahta Section</b>		
Private (Freehold)	0.8	1.0
Provincial (Crown)	99.2	124.0
Federal	0	0.0
Municipal	0	0.0
<b>Total</b>	<b>100</b>	<b>125.0</b>
<b>Total Aitken Creek Section</b>		<b>180.9</b>
<b>Total Kahta Section</b>		<b>125.0</b>

### **11.3 LAND OWNER AND LAND USER IDENTIFICATION**

Title information was searched and obtained for all parcels of land directly affected by the Project, to identify potentially affected landowners, land users such as trappers and guides/outfitters, and other disposition holders.

Following completion of the title information searches, NGTL determined that there were 22 private landowners on the Aitken Creek section. One private landowner has been identified on the Kahta section.

In addition, NGTL has determined that land users such as trappers and guide/outfitters will be affected by the Project. NGTL has identified:

- 22 registered trappers
- seven guide outfitters
- 11 range tenure holders (grazing lease holders)

As discussed in Section 12, Stakeholder Engagement, these stakeholders have been provided with Project information.

NGTL is also notifying any other directly affected industrial land tenure holder.

### **11.4 LANDOWNER CONSULTATION**

Through landowner consultation, NGTL's goal is to reach mutually satisfactory agreements for land access and land rights for the construction, operation, and maintenance of the Project.

Landowner consultation commenced in May 2011 for the Aitken Creek portion of the Project. The objective of this preliminary consultation was to identify and initiate personal contact with landowners and occupants; to provide general information about the Project and to obtain survey permission to conduct surveys. From May 2011 to September 2012, NGTL identified 49 landowners on three pipeline corridors during the initial pipeline routing investigations.

In second quarter 2013, NGTL representatives and external land agents personally consulted with 22 landowners on the selected route for the Aitken Creek section. These contacts were made to provide updated information about the Project and to obtain survey permission and access for environmental studies, geo-investigative studies, and survey field studies. These landowners were provided with the Project mail-outs in July 2013 and September 2013 (see Section 12, Stakeholder Engagement).

When the Kahta section was added to the Project scope, the private landowner along the selected route was notified and provided with the July and September 2013 mail-outs on the Project.

Landowners in the area of approximately 3.3 km around the Groundbirch compressor station were notified of the proposed facility in the October 2013 mail-out (see Section 12, Stakeholder Engagement). NGTL is in discussions with the individual who owns the land for the proposed compressor station.

Landowner consultation will continue during the entire duration of the Project. The serving of Section 87 notices and land rights acquisition is anticipated to commence with all landowners in early 2014.

NGTL will arrange ongoing meetings with landowners to:

- achieve service of the section 87 notices
- discuss issues related to land access and land rights acquisition, including compensation
- discuss the process for reaching agreement about land access and land rights
- provide updated Project information
- address questions or concerns that remain outstanding or have risen since the point of last contact

In advance of these upcoming meetings with individual landowners, NGTL has determined what it considers to be a fair and reasonable value for the lands, based on appraisals of land values and industry-standard patterns of dealings. This appraised land-value will form the basis for an offer of compensation included in Section 87 notices. Section 11.7.1 provides additional information on these notices.

Table 11-2 is a summary of the consultation activities with directly affected landowners.

**Table 11-2: Summary of Landowner Consultation**

Timeframe	No. of Tracts	No. of Landowners	Individual Landowner Visits	Issues/Concerns	Conclusions/Actions
May 2011 – September 2012	714	49	84	Concerns of sour gas pipelines	Pipeline to transport sweet natural gas
				Landowners that had concerns with location of pipeline	Pipeline routing adjusted where possible
				Requests by landowners to implement call in / call out procedures while accessing land	Procedure was implemented to ensure proper communications prior to entry on lands

Table 11-2: Summary of Landowner Consultation (cont'd)

Timeframe	No. of Tracts	No. of Landowners	Individual Landowner Visits	Issues/Concerns	Conclusions/Actions
May 2011 – September 2012 (cont'd)				Damage concerns while accessing during route assessment	Commitment to settle any damages as a result of access. Crews to access by foot during wet conditions
April 2013 – October 2013	444	22	52	Concerns with geotechnical investigation locations and their impact on agricultural land	Geotechnical borehole sites adjusted to move off of arable land where possible
				Adjustment of ROW routing to cause less adverse effect on cultivated land.	Commitment to review routing through meetings with surveyors, land agents and landowners.
<b>Total (Revised Route)</b>	441	49	136	N/A	N/A

### 11.5 RIGHT-OF-WAY REQUIREMENTS

Based on safety considerations, including transportation of personnel, vehicle movement and equipment storage, the Project requires a minimum construction ROW width of 32 m. In addition to the minimum construction ROW width, further land will be required in some instances to accommodate:

- safety
- burial depth
- crossings (e.g., roads, railroads, pipelines, utilities and watercourses with defined banks)
- pipeline deflection areas
- surface material depth and stripping procedure
- timber clearing and storage
- access and egress

The construction ROW will be made up of both TWS and permanent land rights.

Where the pipeline parallels other linear facilities, and where the owner's consent has been obtained, NGTL will make use of existing disturbance to reduce the amount of new disturbance for the construction ROW. The new land required for the ROW construction for the project will vary in width from 18 m to 24 m.

Appendix 11-1 provides typical sketches of the ROW, TWS and additional TWS configurations proposed for the Project.

Prior to construction, NGTL and its prime contractors will complete an assessment of lands required for construction activities. Once this assessment has been completed, additional TWS may be needed on a site-specific basis. The extent and locations of this TWS will be finalized in the field prior to, and potentially during, construction. Previous surveys of these areas will likely have been done for environmental effects, because the ESA assesses a 55 m corridor along the pipeline route. However, if additional TWS is required outside the assessed area, NGTL will assess the potential effects associated within the new TWS. If further environmental surveys are required, they will occur at the time the new TWS needs are identified.

TWS lands will not be required for NGTL's operational needs and will therefore be returned to the provincial Crown after construction, cleanup and reclamation.

Table 11-3 provides a breakdown of the estimated land requirements for permanent land rights and TWS for this Project.

**Table 11-3: Approximate Land Required for Permanent and TWS**

Land Type	Area (ha)
<b>Aitken Creek Section</b>	
Permanent ROW	347
TWS	282
<b>Kahta Section</b>	
Permanent ROW	124
TWS	192
<b>Total</b>	<b>945</b>

## 11.6 PROJECT FACILITY REQUIREMENTS

### 11.6.1 Compressor Station Site Lands

The estimated requirements for the compressor station sites are shown in Table 11-4.

**Table 11-4: Compressor Station Site Lands**

Facilities	Legal	Estimated Area Required (ha)	Remarks
Groundbirch Compressor Station	NE 34-78-16 W6M	5	Private Land
Saturn Compressor Station	NE 6-81-20 W6M	6	Crown Land
Aitken Compressor Station	d-23-B, 94-B-16	6	Crown Land

**11.6.2 Meter Station Site Lands**

The estimated requirements for the meter station sites are shown in Table 11-5.

**Table 11-5: Meter Station Site Lands**

Facilities	Legal Description	Area Required (ha)	Remarks
<b>Aitken Creek Section</b>			
Mackie Creek Interconnection	a-27-I/94-B-1	0.48	Crown Land
Altares Receipt	c-69-H/94-B-8	0.48	Crown Land
Kobes Receipt	d-5-B/94-B-16	0.48	Crown Land
Gundy Receipt	c-98-D/94-A-13	0.48	Crown Land
Aitken Creek Interconnect	a-44-L/94-A-13	0.54	Crown Land
Aitken Creek East	a-44-L/94-A-13	0.48	Crown Land
<b>Kahta Section</b>			
Aitken Creek West Receipt	d-57-I/94-B-16	0.48	Crown Land
Blair Creek Receipt	c-90-J/94-B-16	0.48	Crown Land
Halfway River Receipt	c-53-G/94-G-2	0.48	Crown Land
Lily Receipt	d-97-G/94-G-2	0.48	Crown Land
Beaton River Receipt	b-29-J/94-G-2	0.48	Crown Land
Mason Creek Receipt	c-95-B/94-G-7	0.48	Crown Land
Buckinghorse River Receipt	d-25-F/94-G-7	0.48	Crown Land
Kahta Creek Receipt	d-39-C/94-G-10	0.48	Crown Land
Kahta Creek North Receipt	d-39-C/94-G-10	0.48	Crown Land

**11.6.3 Valve Site Lands**

Valve sites will be required on the Aitken Creek and Kahta sections. These valve sites will be fenced and located within the boundaries of the permanent pipeline ROW. A preliminary list of valve locations can be found on Table 7-6 in Section 7, Pipeline.

**11.6.4 Launcher and Receiver Lands**

The location of the proposed launcher will be on the ROW, in a fenced area, adjacent to the Kahta North meter station. The receiver location will be on the ROW, in a fenced area, near the existing Saturn meter station (see Table 11-5).

**11.6.5 Cathodic Protection Lands**

This Project will require cathodic groundbed easements at specific intervals along the pipeline route. The requirements for groundbeds, including locations and dimensions, will be determined during detailed design.

**11.7 SECTION 87(1) NOTICES**

Section 87 (1) notices will be provided to the BC Oil and Gas Commission, with respect to provincially-owned Crown lands, and to all private landowners. These notices included a copy of the Board's brochure entitled "Pipeline Regulation in Canada: A Guide for Landowners and the Public."

Appendix 11-2 provides sample Section 87 (1) notices for statutory ROW and pipeline installations on Crown and private lands.

**11.8 LAND ACQUISITION AND SCHEDULE**

The land acquisition process is expected to begin in the first quarter of 2014, with the submission of applications for Crown land interim licences and Crown dispositions planned for fourth quarter of 2014.

Table 11-6 provides a preliminary acquisition schedule for each Crown land licence, permit and disposition required for the Project. This table also provides the schedule for private land acquisition.

**Table 11-6: BC Crown Land Licences and Preliminary Schedule**

<b>Crown Licence</b>	<b>Department</b>	<b>Planned Submission Date</b>	<b>Required Receipt Date</b>	<b>Status</b>
Permanent easement for the pipeline, compressor stations, meter stations and mainline block valve sites.	BCOGC	Q4 2014	Q1 2015	Planned
Temporary occupation of Crown land for TWS	BCOGC	Q4 2014	Q1 2015	Planned
Permanent easement and temporary occupation of private lands	N/A	Q1 2014	Q1 2015	Planned

Copies of a selection of sample agreements for private lands are provided in Appendix 11-3 as follows:

- Statutory ROW (Appendix 11-3a)
- Temporary Workspace (Appendix 11-3b)
- Surface Lease for Meter Stations and Access (Appendix 11-3c)
- Aboveground Facilities within the ROW (Appendix 11-3d)
- Leases for Temporary Infrastructure (Appendix 11-3e)
- Fee Simple Purchase and Sale Contract (Appendix 11-3f)
- Consent of Occupant (Appendix 11-3g)

For Crown land, NGTL will complete on-line application forms for the License of Occupations, as described on Table 11-6.

**11.9 THIRD-PARTY CONSENTS AND APPROVALS**

Where the proposed pipeline crosses other existing linear facilities, or road access is required, NGTL will obtain the necessary agreements and approvals from each third-party owner.

**11.10 STOCKPILE SITES, CONTRACTOR YARDS AND CONSTRUCTION CAMPSITES**

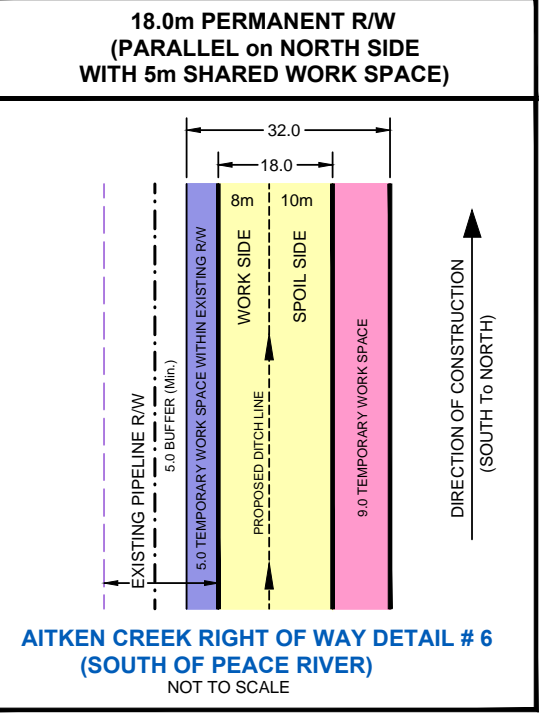
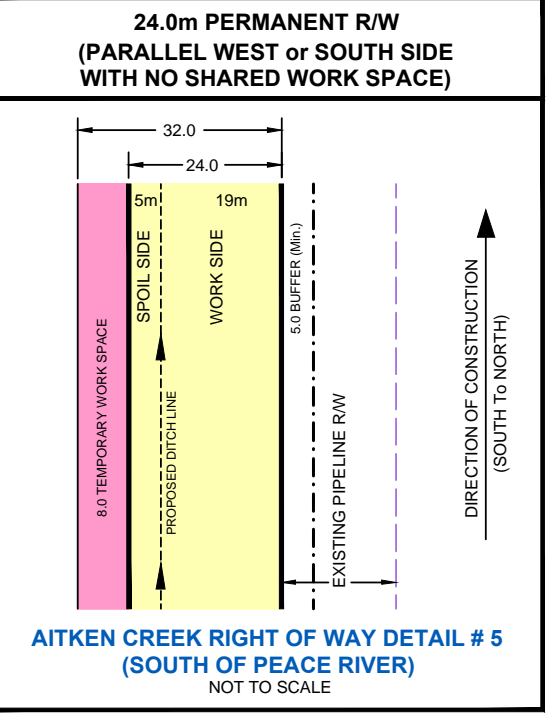
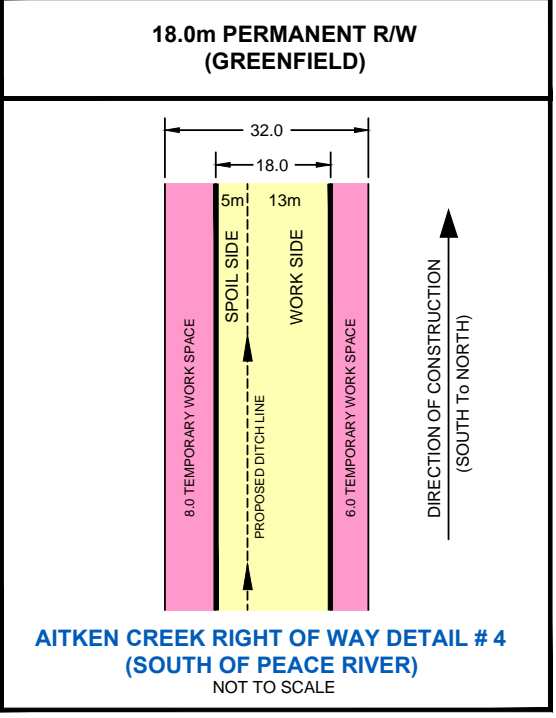
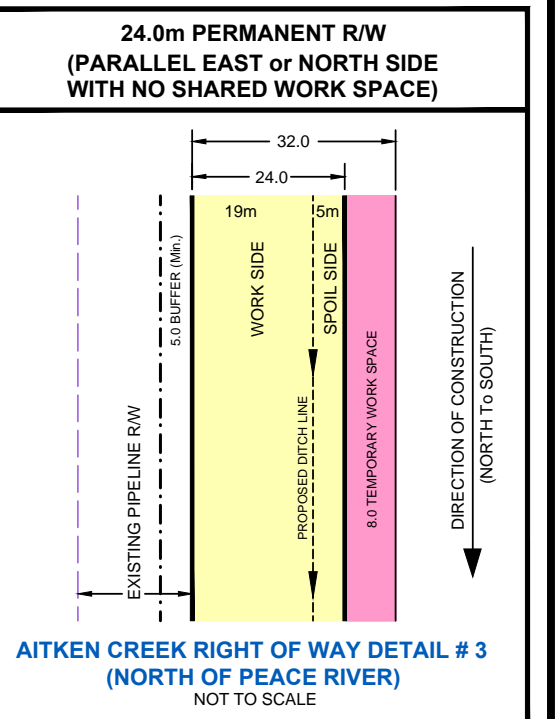
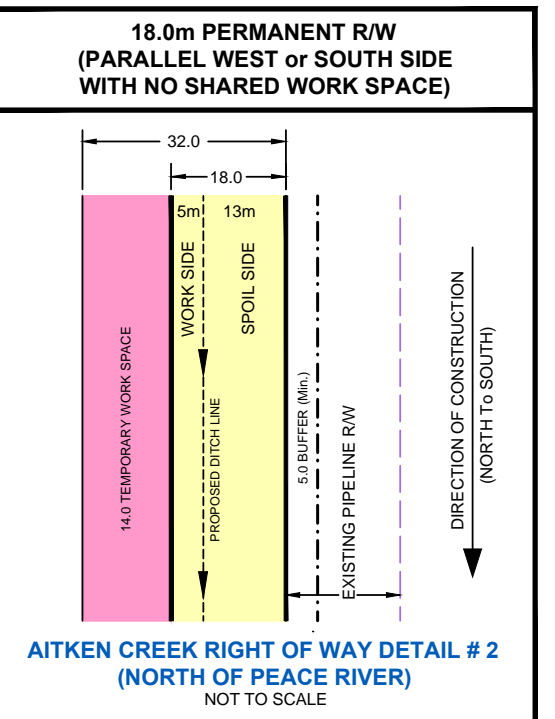
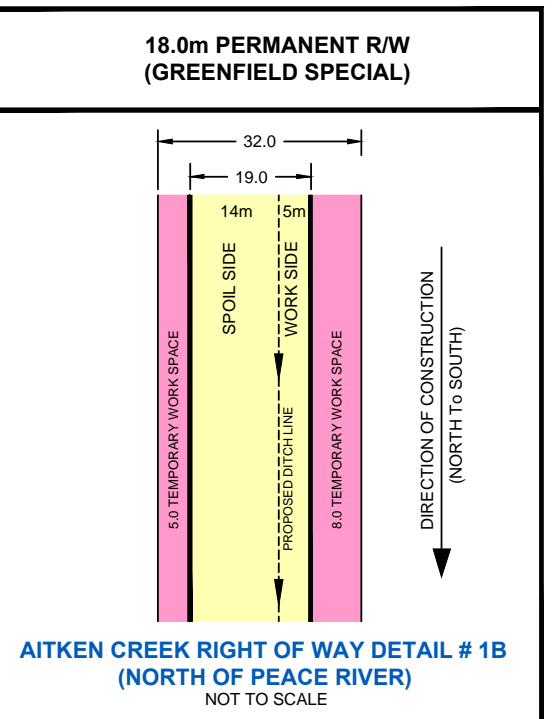
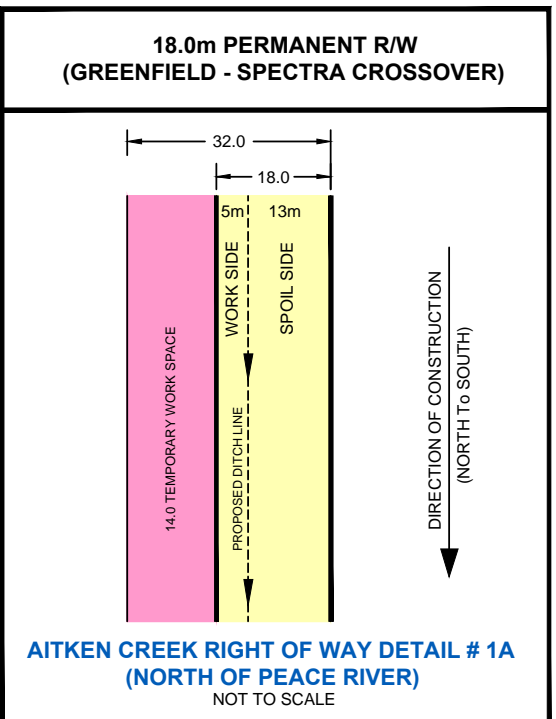
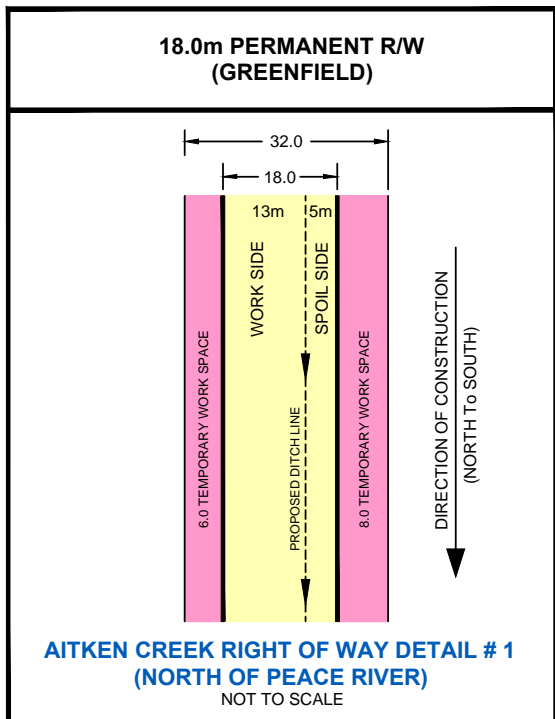
Stockpile sites, contractor yards and construction camp sites will be required during the construction of the Project. NGTL is currently exploring potential sites and will attempt to use existing disturbed areas where possible, to help minimize effects on previously undisturbed areas.



# **Appendix 11-1**

## **Typical Sketches**





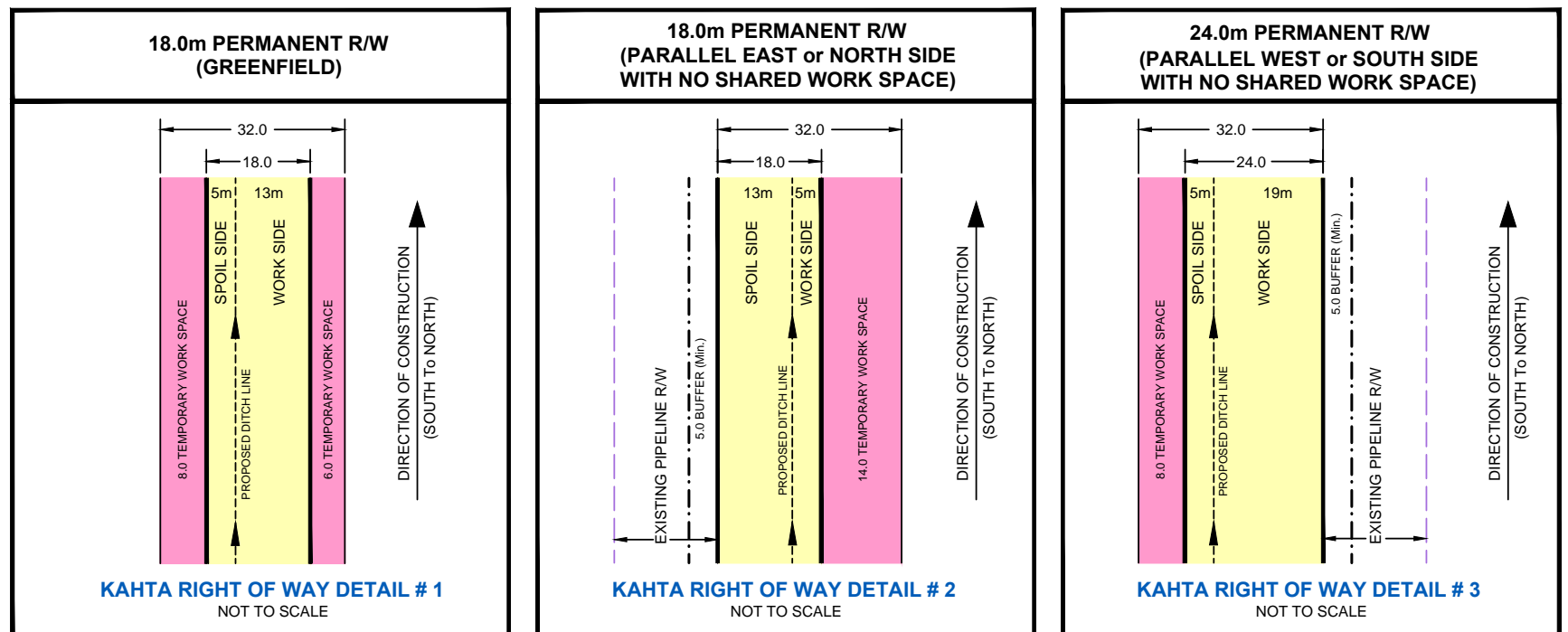
Permanent Right-of-way Shown Thus: .....  
 Temporary Work Space Shown Thus: .....  
 Temporary Work Space Within Existing R/W Shown Thus: .....  
 Proposed Ditch Line Shown Thus: .....

**NOVA GAS TRANSMISSION LTD.**  
RIGHT OF WAY DETAILS FOR  
**NORTH MONTNEY MAINLINE**

**MIDWEST SURVEYS INC.**  
CALGARY - 244-7471, FAX - 244-2466

**NORTH MONTNEY MAINLINE  
RIGHT OF WAY DETAILS\_REV2**

SHEET No. 1 of 2



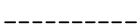


**KAHTA RIGHT OF WAY DETAIL # 1**  
NOT TO SCALE


**KAHTA RIGHT OF WAY DETAIL # 2**  
NOT TO SCALE

**KAHTA RIGHT OF WAY DETAIL # 3**  
NOT TO SCALE

**NOVA GAS TRANSMISSION LTD.**  
RIGHT OF WAY DETAILS FOR  
**NORTH MONTNEY MAINLINE**

Permanent Right-of-way Shown Thus: .....   
 Temporary Work Space Shown Thus: .....   
 Proposed Ditch Line Shown Thus: ..... 

**MIDWEST SURVEYS INC.**  
CALGARY - 244-7471, FAX - 244-2466

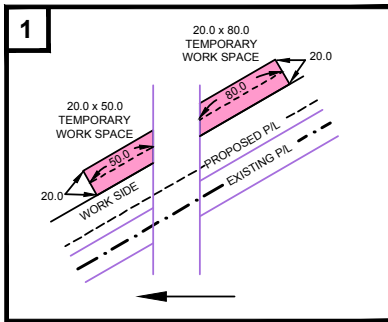


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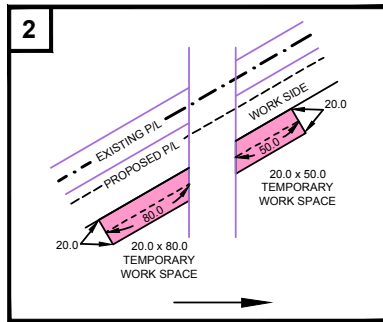
**NORTH MONTNEY MAINLINE  
RIGHT OF WAY DETAILS\_REV2**

**Land Required for Additional TWS for Looping Pipeline Construction at Crossing and other Site-Specific Areas for TCPL NPS 24 and larger pipes**

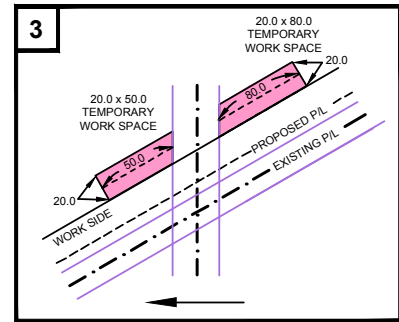
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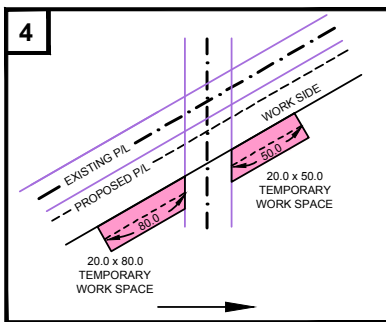
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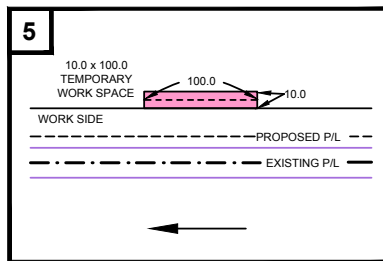
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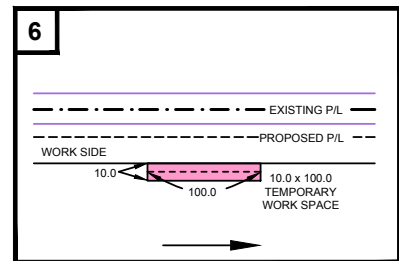
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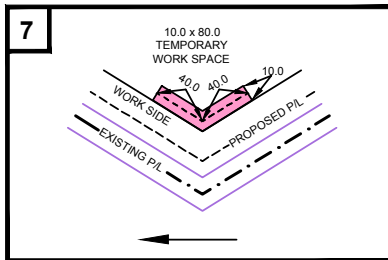
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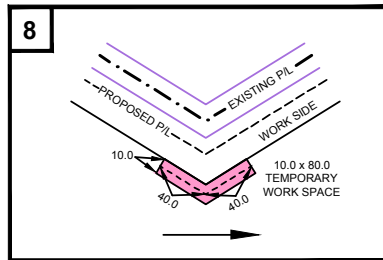
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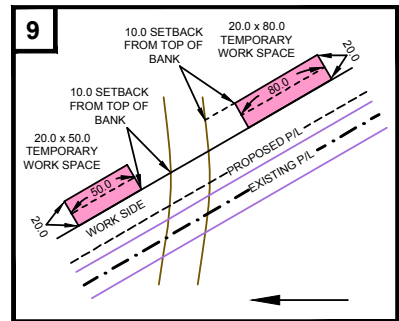
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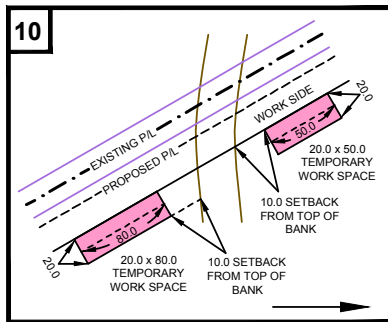
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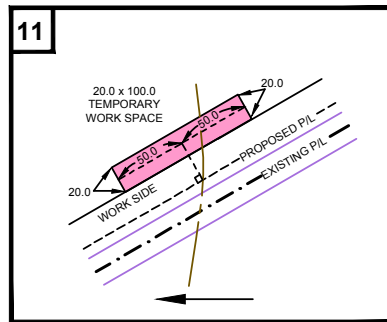
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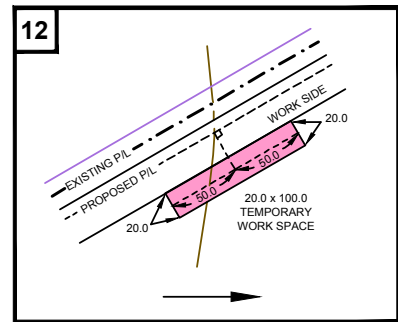
MINOR WATERCOURSE



NON CLASSIFIED DRAINAGE (B.C.) OR INTERMITTENT CREEK (AB)



NON CLASSIFIED DRAINAGE (B.C.) OR INTERMITTENT CREEK (AB)



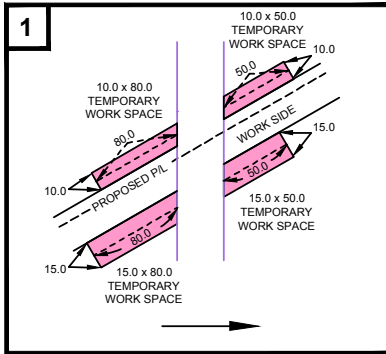
**LEGEND:**

← = DIRECTION OF CONSTRUCTION

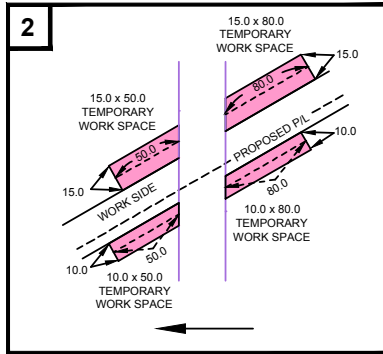
No.	DATE	REVISION / ISSUED
0.	SEPT. 14, 2010	- PLAN ISSUED
1.	OCT. 25, 2010	- CHANGE TEXT AND ADD DETAILS
2.	MAR. 23, 2011	- REVISED FORIGN P/L DETAILS
3.	APR. 4, 2011	- REVISED DETAILS
4.	APR. 8, 2011	- REVISED WATERCOURSE DETAILS
5.	JULY 23, 2013	- REVISED DRAINAGE DETAILS

**Land Required for Additional TWS for Greenfield Pipeline Construction at Crossing and other Site-Specific Areas for TCPL NPS 24 and larger pipes**

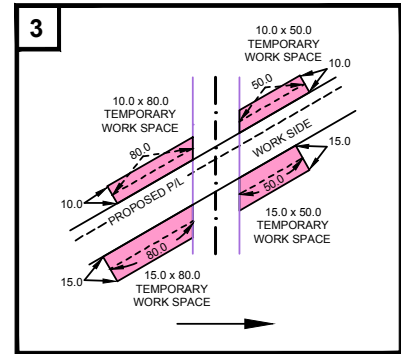
ROAD ALLOWANCE OR ACCESS ROAD



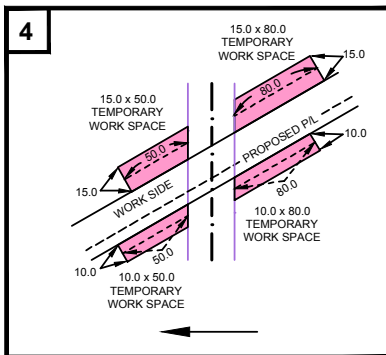
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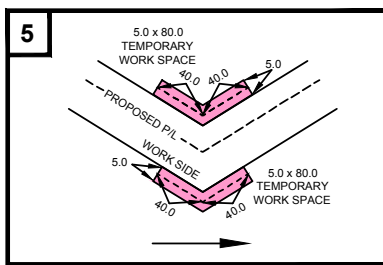
FOREIGN P/L CROSSING



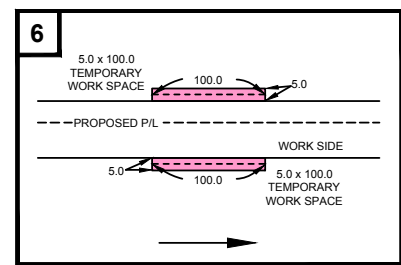
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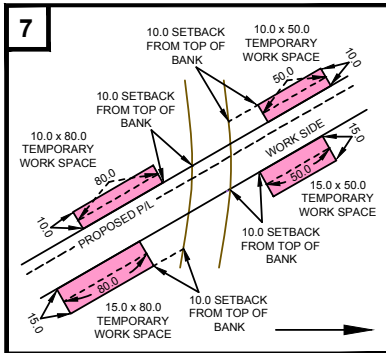
HORIZONTAL DEFLECTION (5° & LARGER)



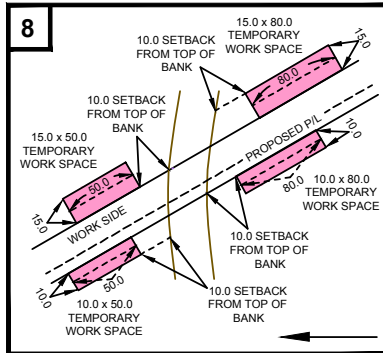
EXTRA DEPTH LOCATION



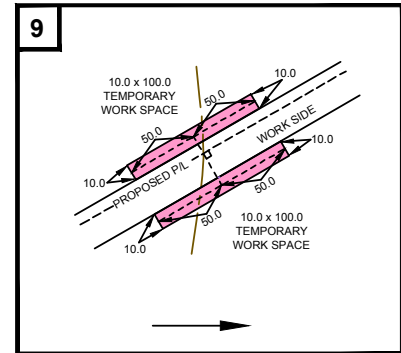
MINOR WATERCOURSE



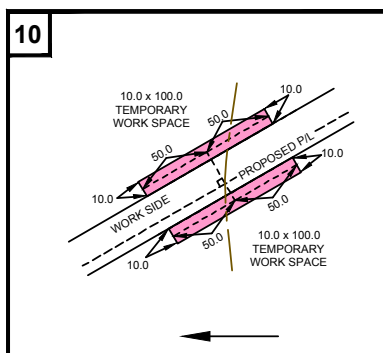
MINOR WATERCOURSE



NON CLASSIFIED DRAINAGE (B.C.) OR INTERMITTENT CREEK (AB)



NON CLASSIFIED DRAINAGE (B.C.) OR INTERMITTENT CREEK (AB)



**LEGEND:**

➔ = DIRECTION OF CONSTRUCTION

No.	DATE	REVISION / ISSUED
0.	SEPT. 14, 2010	- PLAN ISSUED
1.	OCT. 25, 2010	- CHANGE TEXT AND ADD DETAILS
2.	MAR. 23, 2011	- REVISED FORIGN P/L DETAILS
3.	APR. 4, 2011	- REVISED DETAILS
4.	APR. 8, 2011	- REVISED WATERCOURSE DETAILS
5.	JULY 23, 2013	- REVISED DRAINAGE DETAILS

**Appendix 11-2**  
**Section 87(1) Notices**  
**(Crown and Private Landowners)**





File:

**NATIONAL ENERGY BOARD ACT**

**NOTICE PURSUANT TO SECTION 87(1) ("NOTICE")**

**RE: RIGHT-OF-WAY**

, 20

**TO:** Her Majesty The Queen in right of the Province of Alberta, as represented by the minister having administration of Crown Land under the *Public Lands Act* ("**Owner**")

**AND TO:**

(being other persons, so far as they can be ascertained, interested in the Lands)

("Company") hereby notifies you of the following:

**1. DESCRIPTION OF LANDS REQUIRED FOR PIPELINE FACILITIES**

The Company proposes to construct certain facilities, namely ("**Pipeline Facilities**"), in, on or across certain Crown lands as described in Schedule A ("**Lands**"). The Company requires rights in the nature of an easement or right-of-way in the form of a pipeline agreement to construct and operate the Pipeline Facilities which will affect a portion of the Lands at the approximate location and with the approximate dimensions as shown on the sketch attached as Schedule B ("**Right-of-Way**"). The Right-of-Way will contain approximately \_\_\_\_\_ hectares (\_\_\_\_\_ acres).

**2. DETAILED STATEMENT OF VALUE OF LANDS REQUIRED**

The Lands are owned by Her Majesty the Queen in Right of the Province of Alberta and are not a category of lands which are generally offered for sale or available for purchase by private landowners. Since the Lands are not available on the open market, are not open for sale to the public, and are subject to specific conditions under government regulation and policy, a detailed statement of the value of the Lands cannot be established other than by reference to the fee structure referenced above for the use of the lands.

The Province will set the consideration payable for the Right-of-Way in accordance with section 9.1 of the *Public Lands Act*, R.S.A. 2000, c. P-40 as part of the terms and conditions for the grant of the Right-of-Way that the minister considers advisable. Compensation is not being offered by the Company in relation to a value for the Right-of-Way established by the Company.

**3. DETAILS OF COMPENSATION OFFERED**

In consideration of the Owner granting the Right-of-Way to the Company, the Company will offer to pay the compensation required to be paid as part of the terms and conditions that the minister considers advisable, as provided in section 9.1 of the *Public Lands Act*.

#### 4. DESCRIPTION OF PROCEDURE FOR APPROVAL OF DETAILED ROUTE OF PIPELINE

Sections 34 through 39 of the *National Energy Board Act* (“**Act**”) establish a procedure for approval of the detailed route of a pipeline as outlined below. After a pipeline company has submitted a plan to the National Energy Board (“**Board**”) showing the proposed route of a pipeline, the pipeline company must serve notice pursuant to section 34 of the Act on all owners of lands that the pipeline company proposes to acquire and must also publish a notice describing the proposed detailed route of the pipeline and the Board’s address (“**Detailed Route Process**”).

Within thirty (30) days of having been served with notice under section 34 of the Act or within thirty (30) days of last publication of a notice, any person who anticipates that their lands may be adversely affected by the proposed detailed route of a pipeline may oppose the proposed detailed route by filing a written statement with the Board describing the nature of their interest in the lands and the grounds for their opposition to the proposed detailed route.

Where a written statement of opposition has been filed within the time limit, the Board must, subject to certain exceptions, order that a public hearing be conducted within the area in which the lands are located with respect to any grounds of opposition listed in the statement of opposition. Each person who properly filed a written statement of opposition and any other interested persons that the Board allows may make representations at the public hearing.

Following the public hearing, the Board may either approve or refuse to approve the plan showing the proposed route of the pipeline filed by the pipeline company and in granting any approval, the Board may impose terms and conditions. Prior to issuing an approval, the Board must consider all written statements that have been properly filed with it and all representations made to it so that it may determine the best possible detailed route of the pipeline and the most appropriate methods and timing of constructing the pipeline.

In some specific circumstances, section 45 and, more often, section 58 of the Act, permit the Board to exempt a pipeline company from the Detailed Route Process. The specific circumstances when the Board may exempt a pipeline company under section 58 may include, for example, construction and operation of a pipeline of less than forty (40) kilometres in length; repairs to and replacement of an existing pipeline; additions to existing pipeline. If exempted, the pipeline company generally does not have to file a plan with the Board showing the proposed route of a pipeline. Matters relating to the proposed pipeline route are considered in the Board’s section 58 approval process and stakeholders may raise concerns with the Board at that time.

The Company has filed or will be filing an application under section 52 for the construction of the Pipeline Facilities.

#### 5. DESCRIPTION OF PROCEDURE AVAILABLE FOR NEGOTIATION AND ARBITRATION OF COMPENSATION PAYABLE

Sections 88 through 103, inclusive, of the Act establish a procedure for negotiation and arbitration in the event that an owner of lands and a pipeline company are unable to agree on any matter respecting the amount of compensation payable under the Act for the acquisition of lands or for damages suffered as a result of the operations of the pipeline company or on any issue related to such compensation.

Those sections provide, in effect, that if a pipeline company and an owner of lands have not agreed on any such issue either party may serve notice of negotiation on the other party and on the Minister (being the member of the Federal Cabinet designated to act as the Minister for the purposes of the Act) requesting that the matter be negotiated. Following service of such notice, the Minister must appoint a negotiator who must meet with the parties and, without prejudice to any subsequent proceedings, proceed to negotiate a settlement of the matter. Within sixty (60) days after commencing the negotiation

proceedings, the negotiator must report to the Minister his success or failure and submit a copy of his report to both parties.

If either the owner of lands or the pipeline company wishes to dispense with the negotiation proceedings or if the negotiation proceedings have not resulted in settlement of any compensation matter, either the pipeline company or the owner of lands may serve notice of arbitration on the other party and on the Minister requesting that the matter be determined by arbitration. Thereafter the Minister must, subject to certain exceptions, refer the matter to an Arbitration Committee (as defined in the Act) consisting of not less than three (3) members appointed by the Minister, none of whom will be a member, officer or employee of the Board. The Arbitration Committee must then fix a suitable time and place for a hearing in order to determine all compensation matters referred to in the notice and serve notice of the hearing on the parties. Following such hearing, the Arbitration Committee will determine all compensation matters referred to it and, in doing so, must consider a number of factors as set out in section 97 of the Act.

The above is a summary of the sections of the Act relating to negotiation and arbitration of compensation matters. You may wish to consult the Act directly for a more detailed description of the process.

**6. FURTHER COMMUNICATIONS**

This Notice is not an offer and does not obligate either you or the Company to enter into the Agreement or any other agreement regarding the Lands. A representative of the Company will contact you in due course to discuss the effect of the proposed Pipeline Facilities on the Lands in greater detail. At that time, the Company will provide formal agreements to you for your consideration.

By: \_\_\_\_\_

Senior Land Representative  
Community, Safety & Environment  
P.O. Box 1000, Stn M  
Calgary, AB T2P 4K5

Phone: (403)

Legal 21Feb2013			
SF			
NS	Law	Business	Risk

**File:**

**SCHEDULE A**

**LANDS**

**SCHEDULE B**  
**SKETCH OF RIGHT-OF-WAY**

File: ●

**NATIONAL ENERGY BOARD ACT**

**NOTICE PURSUANT TO SECTION 87(1) ("NOTICE")**

**RE: RIGHT-OF-WAY**

●, 20●

**TO:** ● (being the registered owner of the Lands as hereinafter defined) (the "**Owner**")

**AND TO:** ●

(being other persons, so far as they can be ascertained, interested in the Lands)

Nova Gas Transmission Ltd. (the "**Company**") hereby notifies you of the following:

**1. DESCRIPTION OF LANDS REQUIRED FOR PIPELINE FACILITIES**

The Company proposes to construct certain facilities, namely the North Montney Mainline – Aitken Creek and Kahta Sections (the "**Pipeline Facilities**"), in, on or across the lands in which you have an interest as described in Schedule A (the "**Lands**"). The Company requires rights in the nature of an easement or statutory right-of-way to construct and operate the Pipeline Facilities which will affect a portion of the Lands at the approximate location and with the approximate dimensions as shown on the sketch attached as Schedule B (the "**Right-of-Way**"). The Right-of-Way will contain approximately ● hectares (● acres).

**2. DETAILED STATEMENT OF VALUE OF LANDS REQUIRED**

Having considered, as applicable, the current use of the Lands and neighbouring lands, any probable change in use of the Lands and neighbouring lands in light of current zoning laws and economic considerations, recent sales of similar lands in the vicinity of the Lands and other relevant factors, the Company has determined that the value of the portion of the Lands which comprises the Right-of-Way, ignoring any residual value to the Owner, is ● Dollars (\$●) per hectare (● Dollars (\$●) per acre). The Company will require only the limited rights in the Right-of-Way which will be described in the Agreement and the Owner will continue to be able to use the Right-of-Way subject to the conditions set out in the Agreement.

**3. DETAILS OF COMPENSATION OFFERED**

In consideration of the Owner granting the Right-of-Way to the Company on the terms and conditions contained in a land acquisition agreement to be entered into between the Owner and the Company (the "**Agreement**"), the Company will offer to compensate the Owner based on the area of the Right-of-Way calculated at the rate of ● Dollars (\$●) per hectare (● Dollars (\$●) per acre). The actual area will be determined by a legal survey to be prepared by the Company at its expense. Based on the estimated area of the Right-of-Way of ● hectares (● acres), the lump sum payment would be approximately ● Dollars (\$●).

In accordance with the National Energy Board Act (the "**Act**"), the Agreement will provide the Owner with the option of receiving compensation for the Right-of-Way by one (1) lump sum payment or annual or periodic payments of equal or different amounts over a period of time. For example, if the Owner wishes to select the option of annual payments of equal amounts over a period of time, the Company will offer to

pay ● Dollars (\$●) on the date of the Agreement and a further ● Dollars (\$●) on the anniversary of such date for ● (●) years.

The Agreement will also provide for a review every five (5) years regarding the amount of any compensation payable in respect of which annual or other periodic payments have been selected.

If any other person interested in the Right-of-Way claims to have a right to receive such compensation or a portion of the compensation, such person should promptly notify the Company in writing setting out the particulars of such claim.

#### 4. DESCRIPTION OF PROCEDURE FOR APPROVAL OF DETAILED ROUTE OF PIPELINE

Sections 34 through 39 of the **Act** establish a procedure for approval of the detailed route of a pipeline as outlined below. After a pipeline company has submitted a plan to the National Energy Board (the "**Board**") showing the proposed route of a pipeline, the pipeline company must serve notice pursuant to section 34 of the Act on all owners of lands that the pipeline company proposes to acquire and must also publish a notice describing the proposed detailed route of the pipeline and the Board's address (the "**Detailed Route Process**").

Within thirty (30) days of having been served with notice under section 34 of the Act or within thirty (30) days of last publication of a notice, any person who anticipates that their lands may be adversely affected by the proposed detailed route of a pipeline may oppose the proposed detailed route by filing a written statement with the Board describing the nature of their interest in the lands and the grounds for their opposition to the proposed detailed route.

Where a written statement of opposition has been filed within the time limit, the Board must, subject to certain exceptions, order that a public hearing be conducted within the area in which the lands are located with respect to any grounds of opposition listed in the statement of opposition. Each person who properly filed a written statement of opposition and any other interested persons that the Board allows may make representations at the public hearing.

Following the public hearing, the Board may either approve or refuse to approve the plan showing the proposed route of the pipeline filed by the pipeline company and in granting any approval, the Board may impose terms and conditions. Prior to issuing an approval, the Board must consider all written statements that have been properly filed with it and all representations made to it so that it may determine the best possible detailed route of the pipeline and the most appropriate methods and timing of constructing the pipeline.

In some specific circumstances, section 45 and, more often, section 58 of the Act, permit the Board to exempt a pipeline company from the Detailed Route Process. The specific circumstances when the Board may exempt a pipeline company under section 58 may include, for example, construction and operation of a pipeline of less than forty (40) kilometres in length; repairs to and replacement of an existing pipeline; and additions to existing pipeline. If exempted, the pipeline company generally does not have to file a plan with the Board showing the proposed route of a pipeline. Matters relating to the proposed pipeline route are considered in the Board's section 58 approval process and stakeholders may raise concerns with the Board at that time.

The Company has filed or will be filing an application under section 52 for the construction of the Pipeline Facilities. Please consult the Act directly for a more detailed description of the procedure and exemptions summarized in part 4 of this Notice.

## **5. DESCRIPTION OF PROCEDURE AVAILABLE FOR NEGOTIATION AND ARBITRATION OF COMPENSATION PAYABLE**

Sections 88 through 103, inclusive, of the Act establish a procedure for negotiation and arbitration in the event that an owner of lands and a pipeline company are unable to agree on any matter respecting the amount of compensation payable under the Act for the acquisition of lands or for damages suffered as a result of the operations of the pipeline company or on any issue related to such compensation.

Those sections provide, in effect, that if a pipeline company and an owner of lands have not agreed on any such issue either party may serve notice of negotiation on the other party and on the Minister (being the member of the Federal Cabinet designated to act as the Minister for the purposes of the Act) requesting that the matter be negotiated. Following service of such notice, the Minister must appoint a negotiator who must meet with the parties and, without prejudice to any subsequent proceedings, proceed to negotiate a settlement of the matter. Within sixty (60) days after commencing the negotiation proceedings, the negotiator must report to the Minister his success or failure and submit a copy of his report to both parties.

If either the owner of lands or the pipeline company wishes to dispense with the negotiation proceedings or if the negotiation proceedings have not resulted in settlement of any compensation matter, either the pipeline company or the owner of lands may serve notice of arbitration on the other party and on the Minister requesting that the matter be determined by arbitration. Thereafter the Minister must, subject to certain exceptions, refer the matter to an Arbitration Committee (as defined in the Act) consisting of not less than three (3) members appointed by the Minister, none of whom will be a member, officer or employee of the Board. The Arbitration Committee must then fix a suitable time and place for a hearing in order to determine all compensation matters referred to in the notice and serve notice of the hearing on the parties. Following such hearing, the Arbitration Committee will determine all compensation matters referred to it and, in doing so, must consider a number of factors as set out in section 97 of the Act.

The above is a summary of the sections of the Act relating to negotiation and arbitration of compensation matters. You may wish to consult the Act directly for a more detailed description of the process.



**6. FURTHER COMMUNICATIONS**

This Notice is not an offer and does not obligate either you or the Company to enter into the Agreement or any other agreement regarding the Lands. A representative of the Company will contact you in due course to discuss the effect of the proposed Pipeline Facilities on the Lands in greater detail. At that time, the Company will provide formal agreements to you for your consideration.

●

By: \_\_\_\_\_

●  
Senior Land Representative  
Community, Safety & Environment  
P.O. Box 1000, Stn M  
Calgary, AB T2P 4K5

Phone: (403) ●

SF			
	Law	Business	Risk
NS			

File: ●

**SCHEDULE A**

**LANDS**

PID: ●  
●

**SCHEDULE B**  
**SKETCH OF RIGHT-OF-WAY**



## **Appendix 11-3**

# **Private Land Agreements**



LAND TITLE ACT

**FORM C**

(Section 233)

1. Province of British Columbia

**GENERAL INSTRUMENT - PART 1** (This area for Land Title Office use)

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1. **APPLICATION:**

NOVA GAS TRANSMISSION LTD.  
450 – 1<sup>st</sup> Street SW  
P.O. Box 1000, Station M  
Calgary, AB T2P 4K5  
Telephone: (403) 920-2000

---

2. **PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND\*:**

(PID) (LEGAL DESCRIPTION)

SEE SCHEDULE

---

3. **NATURE OF INTEREST\*:**

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
-------------	--	-----------------------------

SEE SCHEDULE

---

4. **TERMS:** Part 2 of this Instrument consists of (select one only)

- |                                 |                                     |                                       |
|---------------------------------|-------------------------------------|---------------------------------------|
| (a) Filed Standard Charge Terms | <input type="checkbox"/>            | D.F. Number                           |
| (b) Express Charge Terms        | <input checked="" type="checkbox"/> | Annexed as Part 2                     |
| (c) Release                     | <input type="checkbox"/>            | There is no Part 2 to this Instrument |

A selection of (a) or (b) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

---

5. **TRANSFEROR(S)\*:**

●

---

6. **TRANSFeree(S)\*** (including postal address(es) and postal code(s)):

**NOVA GAS TRANSMISSION LTD.** (Incorporation No. A0077272)  
P.O. Box 1000, Station M, Calgary AB T2P 4K5

---

7. **ADDITIONAL OR MODIFIED TERMS\*:**

N/A

---

8. **EXECUTIONS:\*\*** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

OFFICER SIGNATURES(S)

\_\_\_\_\_

\_\_\_\_\_

EXECUTION DATE

Y	M	D

TRANSFEROR SIGNATURE(S)

●, by its Authorized Signatory(ies).

Full Name: ● \_\_\_\_\_

Full Name: ● \_\_\_\_\_

Full Name: ● \_\_\_\_\_

Full Name: ● \_\_\_\_\_

TRANSFeree SIGNATURE(S)

**NOVA GAS TRANSMISSION LTD.,**  
by its authorized signatory(ies).

Full Name: ● \_\_\_\_\_

Full Name: ● \_\_\_\_\_

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to execution of this instrument.

\*If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\*If space insufficient, continue executions on additional page(s) in Form D.



**LAND TITLE ACT  
FORM E**

**SCHEDULE**

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

---

PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

---

PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**LAND TITLE ACT  
 FORM E**

**SCHEDULE**

NATURE OF INTEREST	DOCUMENT REFERENCE (page and paragraph).	PERSON ENTITLED TO INTEREST
Statutory Right-of-Way	Page 6, Paragraph 1(a)	Nova Gas Transmission Ltd.
Statutory Right-of-Way	Page 6 Paragraph 1(b)	Nova Gas Transmission Ltd.
Statutory Right-of-Way	Page 6, Paragraph 1(c)	Nova Gas Transmission Ltd.
Priority Agreement over Mortgage _____	Page	Transferee

File: ●

## TERMS OF INSTRUMENT – PART 2

**THIS AGREEMENT** made \_\_\_\_\_, 20\_\_\_\_

**BETWEEN:**

●

(the “**Grantor**”)

**AND:**

**NOVA GAS TRANSMISSION LTD.**

(the “**Company**”)

**WHEREAS:**

- A. The Grantor is the registered and beneficial owner in fee simple of those lands and premises situated in the Province of British Columbia and legally described in Item 2 of Part 1 of this General Instrument (the “**Lands**”);
- B. Section 218 of the *Land Title Act* R.S.B.C. 1996, c.250 allows a statutory right-of-way to be granted over land without a dominant tenement;
- C. The Company has been designated as a party that may hold a statutory right-of-way under section 218(1)(d) of the *Land Title Act*;
- D. The Company requires, and the Grantor has agreed to grant to the Company, statutory rights-of-way for the purposes and on the terms and conditions hereinafter set forth, including as to the partial discharge under clause 5 and 6 of the statutory right-of-way for pipeline purposes granted by clause 1(a)(the “**Pipeline SRW**”);
- E. Until the partial discharge of the Pipeline SRW is completed in accordance with clauses 5 and 6 “**Right-of-Way**” when used in this Agreement means the Lands, and thereafter has the meaning set out in clause 6; and
- F. The statutory rights-of-way granted hereby are necessary for the operation and maintenance of the Company’s undertaking.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00) paid by the Company to the Grantor (the “**Nominal Consideration**”), the receipt and sufficiency of which is hereby acknowledged by the Grantor, and of the mutual covenants and terms and conditions contained in this Agreement, the parties therefore agree as follows:

### **Grant of Rights**

1. The Grantor does hereby grant, convey and transfer unto the Company for so long hereafter as the Company may desire to exercise them:
  - (a) the exclusive right, licence, liberty, privilege, easement and right-of-way on, over, upon, across, along, in, under and through the Lands (the “**Right-of-Way**”), to lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, relocate, remove, replace, reconstruct and repair a line of pipe together with all facilities, appurtenances or works of the Company useful in connection with or incidental to its undertaking, including, but without limiting the generality of the foregoing, all such pipes, drips, valves, fittings, connections, meters, cathodic protection equipment and other equipment and appurtenances, whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental thereto for the carriage, transmission, conveyance, transportation and handling of oil, diluent, natural and artificial gas and other gaseous or liquid hydrocarbons and any product or by-product thereof (such line of pipe together with such related facilities or works being referred to, collectively, as the “**Pipeline**”);
  - (b) the full and free right, license, liberty, privilege and easement of ingress and egress at any and all times over, along, across and upon the Right-of-Way; and
  - (c) in cases when the Company determines that an emergency has arisen or exists, the full and free right, license, liberty, privilege and easement of ingress to and egress from the Right-of-Way at any and all times over, along, across and upon the Lands;

(the rights, licences, liberties, privileges, easements and right-of-way specifically described in clauses 1(a), 1(b) and 1(c) above, as hereafter supplemented, being referred to, collectively, as the “**Easement Rights**”).
2. The Easement Rights extend to the Company and its directors, officers, agents, employees, contractors, subcontractors and invitees. The Company may exercise the Easement Rights on foot and/or with vehicles, together with materials, machinery and equipment for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the Easement Rights as and from the date hereof upon the terms and subject to the conditions hereinafter set forth.
3. The Company shall pay to the Grantor the following sum or sums for the rights granted herein:
  - (a) the lump sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (inclusive of the Nominal Consideration) plus any applicable goods and services tax (“GST”); or
  - (b) annual or periodic payments of equal or different amounts over a period of time as set forth in Schedule B attached.
4. Pursuant to the *National Energy Board Act* (Canada) (the National Energy Board Act R.S.C. 1985, c. N 7, as amended, or any statute enacted in place thereof being referred to herein as “Act”), the Grantor has the option of requiring the compensation for the Easement Rights to be made by one lump-sum payment or by annual or periodic payments of equal or different amounts over a set period of time. The Grantor has selected the method of compensation referred to in clause 3 above.

### Statutory Right-of-Way Plan

5. Within a reasonable time following completion of construction of the Pipeline, the Company will file at the Land Title Office a Statutory Right-of-Way Plan of a right-of-way approximately \_\_\_\_\_ (\_\_\_\_\_) metres in width ("**Statutory Right-of-Way Plan**"), in substantially the same location as shown on the plan attached as Schedule A.
6. As soon after filing the Statutory Right-of-Way Plan at the Land Title Office as is reasonably practical, the Company shall register in the Land Title Office a partial release or other document which shall, without affecting any of the other rights granted hereunder to the Company, restrict the area of the Right-of-Way to the right-of-way shown on the Statutory Right-of-Way Plan, and thereafter the term "**Right-of-Way**" shall be deemed to refer to the right-of-way shown on the Statutory Right-of-Way Plan.
7. Notwithstanding clause 6, the Company shall continue to be entitled to exercise with respect to the entire area of the Lands:
  - (a) the right of ingress and egress set out in subclause 1(c); and
  - (b) all rights set forth in clause 8,and none of such rights shall in any way be affected, limited or prejudiced by the registrations referred to in clauses 5 and 6.

#### **Above Ground Works and Access Right-of-Way**

8. The Company shall, at any time, have the right to locate any part or parts of the Pipeline above ground (in each case, the "**Aboveground Works**") and to fence and use such portions of the Right-of-Way as are, in its opinion, required for the Aboveground Works. Upon request of the Company in respect of each of the Aboveground Works, the Grantor hereby grants, conveys and transfers unto the Company, for itself, its directors, officers, agents, employees, contractors, subcontractors and invitees, the full and free right, licence, liberty, privilege, easement and right-of-way to clear and to use a portion of the Lands, being a right-of-way of a maximum width of ten (10) metres, as may be reasonably required by the Company and for as long as may be required by the Company for convenient access on foot and/or with vehicles, together with materials, machinery and equipment, within and across the Lands to the Aboveground Works (the "**Access Right-of-Way**"). The Company shall:
  - (a) consult with the Grantor as to the location of any Aboveground Works and any required Access Right-of-Way to minimize, so far as may be practicable, any inconvenience to the Grantor and to the extent practicable each such Access Right-of-Way shall encompass existing roads, trails and gates located within the Lands;
  - (b) furnish to the Grantor a drawing showing the location of any Aboveground Works and any required Access Right-of-Way; and
  - (c) by separate agreement(s), pay annual compensation to the Grantor for the loss of use by the Grantor of such portions of the Right-of-Way fenced and used for the Aboveground Works and for any nuisance, noise, inconvenience and interference that might arise or be caused to the Grantor's agricultural operations by the Aboveground Works and Access Right-of-Way.

9. The Grantor shall not, without the prior written consent of the Company, block, impede or restrict the Company's use of the Access Right-of-Way and shall obtain the Company's prior written consent should the Grantor wish to relocate the Access Right-of-Way on the Lands.

### **Company's Obligations**

10. Subject to clause 12 of this Agreement, the Company shall, as soon as weather and soil conditions permit and insofar as it is practicable to do so, bury those portions of the Pipeline that are designed to be underground so as not to unreasonably obstruct the natural surface runoff from the Right-of-Way or ordinary cultivation of the Right-of-Way.
11. The Company shall, insofar as may be practicable so to do and in accordance with the legislation and regulations in force at the time, separate and save the topsoil on the Right-of-Way prior to construction and replace it following construction.
12. As soon as reasonably practicable after the construction of the Pipeline, the Company, unless otherwise agreed to by the Grantor, shall remove all construction debris from the Right-of-Way and in all respects restore the Right-of-Way to a condition similar to the surrounding environment and consistent with the current use of the Lands as far as is reasonable and practicable and in accordance with the legislation and regulations in force at the time of such restoration, save and except for: (a) items in respect of which compensation is due under clause 19; and (b) any soil rise above grade to allow for soil settling.
13. The Company's use of the Lands shall be restricted to uses in connection with the Pipeline unless the Grantor provides written consent to any proposed additional use at the time of the proposed additional use.

### **Use of Right-of-Way by Grantor**

14. Excluding any portion of the Right-of-Way that is fenced as contemplated herein, the Grantor shall have the right to use and enjoy the Right-of-Way including the right to cross the buried portion of the Pipeline with farming vehicles as necessary in connection with ordinary farming practices and in accordance with the provisions of the applicable legislation and any regulations, orders or guidelines made thereunder. Notwithstanding the foregoing, the Grantor shall not, without the prior written consent of the Company:
  - (a) excavate, construct, drill, install, erect or permit to be excavated, constructed, drilled, installed or erected on, over or under any part of the Right-of-Way any pipe, pit, well, foundation, building or other structure, installation or improvement, or do or permit to be done any mining, quarrying, land levelling, landscaping or other work or activity of any like or similar nature on, in or under the Right-of-Way;
  - (b) alter the grade of the Right-of-Way;
  - (c) add any paving or other material to the Right-of-Way;
  - (d) use the Right-of-Way for any other purpose which could compromise the integrity of the Pipeline; or

(e) take any action which restricts or limits the exercise by the Company of any of the Easement Rights.

15. Subject to clause 14, where the Grantor notifies the Company in writing that the Grantor wishes to make a non-recurring agricultural improvement which can be practically made to the Lands, the Company agrees to reimburse the Grantor for the reasonable additional costs of making such improvement that are a direct result of the existence of the Pipeline. If the Company and the Grantor fail to agree within ninety (90) days of such a notification as to the practicality of making the proposed improvement or the amount by which the cost of making such an improvement is increased as a direct result of the existence of the Pipeline, then the Grantor or the Company may proceed to negotiation or arbitration in accordance with the provisions of the Act.

### **Other Interests**

16. The Grantor covenants and agrees that from and after the date of execution of this Agreement by the Grantor it shall not grant any statutory right-of-way, easement, lease, license or other right (the “**Other Interests**”) affecting the Right-of-Way without the prior written consent of the Company, which consent may be withheld unless the rights granted pursuant to the Other Interests do not interfere with or, in the sole opinion of the Company, will not interfere with the rights granted in this Agreement to the Company, and in particular without limiting the generality of the foregoing, the Grantor shall not grant any Other Interests affecting the Right-of-Way to a party seeking to construct, or install one or more pipelines or facilities appurtenant or incidental thereto on, in or under the Right-of-Way.

### **Ownership of Pipeline**

17. Notwithstanding any rule of law or equity, the Pipeline shall at all times remain the property of the Company notwithstanding that it may be annexed or affixed to the Lands.

### **Abandonment**

18. The Company may, at any time, abandon the Pipeline by either leaving the Pipeline in place or removing it at the Company’s option subject to and in accordance with the legislation and regulations in force at the time of such abandonment.

### **Damages**

19. The Company shall compensate the Grantor for all damages suffered as a result of the operations of the Company including all damage done to any drainage system, crops, pasture, timber, trees, hedges, produce, water wells, artesian springs, livestock, buildings, fences, culverts, bridges, lanes, improvements or equipment on the Lands.

### **Indemnification**

20. The Company shall indemnify the Grantor from all liabilities, damages, claims, suits and actions arising out of the operations of the Company other than any liabilities, damages, claims, suits or actions resulting from the gross negligence or wilful misconduct of the Grantor.

### **Discharge of Encumbrances**

21. If this Agreement has been registered in the Land Title Office, then upon termination of this Agreement the Company shall register in the Land Title Office such documents as may be necessary to remove such registration from title to the Lands.

### **Nothing Prejudicing Company's Rights**

22. Nothing herein shall affect or prejudice any right, present or future, that the Company may have to acquire, occupy or use the Right-of-Way or any other portions of the remaining Lands under the provisions of the Act or otherwise.

### **Quiet Enjoyment**

23. Subject to the Company performing and observing in all material respects the covenants and conditions on its part to be observed and performed and subject to clause 28 hereof, the Company shall and may peaceably hold and enjoy all the rights granted to it hereunder without hindrance, molestation or interruption on the part of the Grantor or of any person claiming by, through, under or in trust for, the Grantor.

### **Binding Effect**

24. If it appears that at the date this Agreement is entered into, the Grantor is not the sole owner of the Lands, this Agreement shall nevertheless bind the Grantor to the full extent of the Grantor's interest herein, and if the Grantor shall later acquire a greater or the entire interest in the Lands this Agreement shall likewise extend to such after-acquired interest.

### **Representations and Warranties**

25. The Grantor represents and warrants that it has the right to convey all of the rights granted hereunder free from all encumbrances, that it has done no act to encumber the Right-of-Way and the Easement Rights and that it has not granted any other rights to any third party that would conflict with the rights granted hereunder except for:
- (a) any interests or encumbrances registered on title to the Lands as of ●; and
  - (b) any interests or encumbrances disclosed in writing to the Company by the Grantor prior to the date the Grantor execute this Agreement.
26. The Grantor represents that the Grantor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and that if the Grantor's status for income tax purposes changes, the Grantor will promptly notify the Company in writing.
27. The Grantor represents and warrants to the Company that, to the best of the Grantor's knowledge, no hazardous or toxic materials, substances, pollutants, contaminants or wastes have been released into the environment, or deposited, discharged, placed or disposed of at, on, under or near the Grantor's Lands and the Right-of-Way.

### **Sole Remedy**



28. It is understood and agreed that notwithstanding any other provision in this Agreement and notwithstanding any rights that any person having an interest may have in law or in equity, should the Company fail to pay any payments payable hereunder, the sole remedy of any such person having an interest shall be to recover from the Company such amount owing by the Company and any interest payable thereon, and in no event shall such person having an interest for whatever reason, interfere with, hinder, molest or interrupt the Company in its enjoyment of any of the rights, licences, liberties, privileges or easements granted in this Agreement.

### **Payment of Outstanding Amounts**

29. Notwithstanding any other provision in this Agreement, if the Company determines that:

- (a) there are outstanding charges, taxes, builders' liens, writs of execution, judgments or other encumbrances which are registered against the Lands; or
- (b) there are any overdue amounts outstanding under any agreement for sale, mortgage or other financial encumbrance that is registered against the Lands,

the Company may, but is not obligated to, pay all or a portion of the compensation or other amounts payable under this Agreement to the holder of such charge, lien, writ of enforcement, judgment, mortgage or other financial encumbrance, or to such vendor or mortgagee to satisfy and discharge such encumbrance or to obtain a postponement from the holder of such charge, lien, writ of enforcement, judgement, mortgage or other financial encumbrance. The payment of any amount to such third party shall be deemed to be payment of such amount to the Grantor. For greater certainty, the Company shall not be required to obtain the Grantor's consent prior to making such payment. The Company shall provide to the Grantor written confirmation of any such payments within thirty (30) days of making such payments.

### **Release of Claims**

30. Except as otherwise stated in this Agreement, the Grantor releases to the Company all of the Grantor's claims upon the Right-of-Way, the Easement Rights and the Access Right-of-Way.

### **Notices**

31. All notices or payments required or permitted to be given hereunder shall be in writing and may be given or made personally or by mailing the same addressed to the party to whom the notice is to be given and, when mailed, any such notice shall be deemed to be given to, and received by, the addressee seven (7) days (Saturdays, Sundays and statutory holidays in the province of British Columbia excluded) after the mailing thereof.

32. Unless changed by notice, the addresses of the parties shall be:

**Grantor:** ●

**Company:**

NOVA GAS  
TRANSMISSION LTD.  
450 - 1<sup>st</sup> Street S.W.  
P.O. Box 1000,  
Postal Station M  
Calgary, AB T2P 4K5  
Attention: Land Department

33. The Grantor acknowledges receipt, prior to entering into this agreement, of a notice pursuant to section 87 of the Act setting out or accompanied by:

- (a) a description of the portion of the Lands required by the Company for a section or part of the Pipeline;
- (b) details of the compensation offered by the Company for such lands required;
- (c) a detailed statement made by the Company of the value of such lands required in respect of which compensation was offered;
- (d) a description of the procedure for approval of the detailed route of the Company's Pipeline; and
- (e) a description of the procedure available for negotiation and arbitration under Part V of the Act in the event that the Grantor and the Company are unable to agree on any matter respecting the compensation payable.

### **General**

- 34. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed from this Agreement provided, however, that the remainder of this Agreement shall continue in full force and effect.
- 35. This Agreement may be assigned by the Company in whole or in part and as to all or any portion of the rights hereby granted, transferred and conveyed.
- 36. The Easement Rights and Access Right-of-Way are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this Agreement, including all the covenants herein, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title, successors and assigns of the parties respectively.
- 37. The Grantor, concurrently with the execution of this Agreement shall execute and deliver to the Company such priority agreements in registrable form as may be necessary in order to give this Agreement priority over any mortgages and other financial encumbrances, if any, charging the Grantor's interest in the Grantor's Lands.

38. Wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context of the party or parties so require, and this Agreement shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
39. The Grantor consents to the collection, use and disclosure of the Grantor's personal information as described within this Agreement as long as the Agreement is in force or as required by law. The Company collects, uses and discloses the personal information for land rights acquisition and regulatory disclosure as described in this Agreement, in accordance with industry practice and as required by law. The Company collects, uses, discloses and maintains personal information in accordance with the *Personal Information and Electronic Documents Protection Act* and the Company's personal information policy.
40. The Grantor will, from time to time, execute such further assurances of the rights granted herein as may be required by the Company. Without limiting the foregoing, the Grantor hereby agrees from time to time to execute and deliver all such additional documents, instruments and agreements and to take all such additional steps and actions as may be reasonably required to fully implement the terms of agreement.
41. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein, and the Grantor agrees that there are no representations affecting this Agreement other than as contained herein.
42. This Agreement shall be governed by and construed in accordance with the laws in force in the province of British Columbia and the federal laws of Canada applicable therein.

The parties are executing this Agreement with effect on the date stated in the introductory clause.

## **SCHEDULE A**

### **INDIVIDUAL OWNERSHIP PLAN**

**SCHEDULE B**  
**PAYMENT**

(a) **Annual Payment**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) plus GST  
as applicable to be paid on \_\_\_\_\_, 20\_\_\_\_ and a further sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) plus GST  
as applicable to be paid on \_\_\_\_\_ in each and every year thereafter for a  
period of \_\_\_\_\_ years.

(Delete  
(a) or (b)  
and initial)

(b) **Periodic Payment**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) plus GST  
as applicable to be paid on \_\_\_\_\_, 20\_\_\_\_\_;

(i) and a further sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) plus GST as applicable to be paid on \_\_\_\_\_,  
20\_\_\_\_\_;

(ii) and a further sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) plus GST as applicable to be paid on \_\_\_\_\_,  
20\_\_\_\_\_;

(iii) and a further sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) plus GST as applicable to be paid on \_\_\_\_\_,  
20\_\_\_\_\_.

## SCHEDULE C

### CONSENT AND PRIORITY INSTRUMENT

[Priority to be required over all non-Permitted Encumbrances]

In this consent and priority instrument:

- (a) “**Existing Charge**” means the Mortgage registered under number ●;
- (b) “**Existing Chargeholder**” means ●;
- (c) “**New Charge**” means the Statutory Rights-of-Way contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge to the Company; and
- (ii) agrees with the Company that the New Charge charges the Lands in priority to the Existing Charge in the same manner and to the same effect as if the Owner had granted the New Charge, and it had been registered against title to the Lands, prior to the grant or registration of the Existing Charge or the advance of any money under the Existing Charge.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

**END OF DOCUMENT**

File: ●

## TEMPORARY WORK SPACE AGREEMENT Pipe

This temporary work space agreement is dated \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

●  
(the "Owner")

- and -

Nova Gas Transmission Ltd.  
(the "Company")

A. The Owner is the registered and beneficial owner of an estate in fee simple of those lands and premises situated in the province of British Columbia legally described as follows:

PID: ●  
●

subject to such encumbrances, liens and interests as are at the date hereof set forth in the existing Certificate of Title Number ● (the "Lands").

B. The Company has acquired a right-of-way from the Owner through the Lands for the purpose, *inter alia*, of constructing one or more pipelines and related facilities (the "Pipeline Facilities") all as more particularly described in a of Statutory Right-of-Way (the "Grant") between the Owner and the Company.

C. The Company wishes to acquire the right from the Owner to use a portion of the Lands for work space (the "Work Space") as shown on the drawing(s) attached as Schedule A.

In consideration of the sum of one dollar (\$1.00) paid by the Company to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, and of the mutual covenants and terms and conditions contained herein, the parties therefore agree as follows:

1. The Owner hereby grants to the Company and the Company's directors, officers, agents, employees, contractors, subcontractors, licensees, invitees, successors and assigns the right, licence, privilege, liberty and easement to clear, enter and use the Work Space with vehicles, materials, machinery and equipment from commencement of construction of the Pipeline Facilities until two (2) years following completion of construction of the Pipeline Facilities 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. Completion of construction is deemed to be the point in time where soils have been returned to, and seeding has been completed on, the pipeline right-of-way and Work Space.
2. The Company shall pay to the Owner the sum of ● Dollars (\$●) plus any applicable goods and services tax for the rights granted herein.

3. The Company shall compensate the Owner for all damage caused by the Company occurring directly as a result of the Company's use of the Work Space. The Company will, as soon as it is reasonably practical to do so, restore the surface of the Work Space as closely as is reasonable and practical to a condition similar to the surrounding environment and consistent with the current use of the Land.
4. 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.
5. All notices or payments required or permitted to be given hereunder shall be in writing and may be given or made personally or by mailing the same by mail addressed to the party to whom the notice is to be given and, when mailed, any such notice shall be deemed to be given to, and received by, the addressee seven (7) days after the mailing thereof.
6. Unless changed by notice, the addresses of the parties shall be:
 

Owner:	●	Company:	Nova Gas Transmission Ltd. 450 - 1 <sup>st</sup> Street S.W. P.O. Box 1000, Postal Station M Calgary, AB T2P 4K5 Attention: Land Department
	Attention: ●		
7. This agreement does not constitute a right or interest in land.
8. If any provision of this agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed from this agreement provided, however, that the remainder of this agreement shall continue in full force and effect.
9. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors-in-title, successors and assigns of the parties respectively.
10. The parties hereto agree to do, make and execute, if necessary, at no further cost or condition to the other except payment of reasonable out-of-pocket costs, such other instruments, plans, documents, acts, matters and things and take such further action as may reasonably be required by the other party in order to effectively carry out the true intent of this agreement.
11. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein, and the Owner agrees that there are no representations affecting this agreement other than as contained herein.



12. This agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

The parties are executing this agreement with effect on the date stated in the introductory clause.

**SIGNED AND DELIVERED**

by the Owner in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: ●

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: ●

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: ●

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: ●

**OR**

●

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

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

I/We have authority to bind the corporation

●

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

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

I/We have authority to bind the corporation

SF	
----	--

NS	Law	Business	Risk

For internal use only:

**SCHEDULE A**

**[INSERT DRAWING(S) OF WORK SPACE]**

**AFFIDAVIT OF EXECUTION**

CANADA ) I, ●, ●, of ●, in the City of ●, in the in the Province of British  
PROVINCE OF BRITISH ) Columbia, SWEAR●AFFIRM THAT:  
COLUMBIA )

- 1. That I was personally present and did see ● who is/are known to me to be the person(s) named in the within instrument, duly sign the instrument.

**OR**

That I was personally present and did see ● who, on the basis of the identification provided to me, I believe to be the person(s) named in the within instrument, duly sign the instrument.

- 2. The instrument was signed at \_\_\_\_\_, in the Province of British Columbia and I am the subscribing witness thereto.
- 3. That I believe the person(s) whose signature(s) I witnessed is/are at least eighteen (18) years of age.

SWORN●AFFIRMED before me at the ●of ●, )  
in the Province of British Columbia, on this ● )  
day of ●, 20●. )

\_\_\_\_\_)  
A Commissioner for taking Affidavits for the )  
province of British Columbia )

\_\_\_\_\_

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

CANADA ) I, ●, ●, of ●, in the City of ●, in the in the Province of British  
PROVINCE OF BRITISH ) Columbia, SWEAR●AFFIRM THAT:  
COLUMBIA )

- 1. I am an officer or a director of ● named in the within or annexed instrument.
- 2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN●AFFIRMED before me at the ●of ●, )  
in the Province of British Columbia, on this ● )  
day of ●, 20●. )

\_\_\_\_\_)  
A Commissioner for taking Affidavits for the )  
province of British Columbia )

\_\_\_\_\_



LAND TITLE ACT  
**FORM C**  
(Section 233)  
Province of British Columbia

**GENERAL INSTRUMENT - PART 1** (This area for Land Title Office use) Page 1 of 13 Pages

1. **APPLICATION:**

\_\_\_\_\_  
Signature of

2. **PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND\*:**  
(PID) (LEGAL DESCRIPTION)

3. **NATURE OF INTEREST\*:**

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Lease	Entire Instrument	Transferee

4. **TERMS:** Part 2 of this Instrument consists of (select one only)

- (a) Filed Standard Charge Terms  D.F. Number
- (b) Express Charge Terms  Annexed as Part 2
- (c) Release  There is no Part 2 to this Instrument

A selection of (a) or (b) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. **TRANSFEROR(S)\*:**

6. **TRANSFeree(S)\*** (including postal address(es) and postal code(s)):

NOVA GAS TRANSMISSION LTD. (Inc. No. A0077272)  
P.O. Box 1000, Station M  
Calgary, AB T2P 4K5

7. **ADDITIONAL OR MODIFIED TERMS\*:**

N/A

8. **EXECUTIONS:\*\*** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

EXECUTION DATE

OFFICER SIGNATURE(S)

<\*>

Y	M	D
<*>	<*>	<*>

<\*> SIGNATURE(S)

<\*> by its Authorized Signatory(ies).

Full Name:

Full Name:

Full Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to execution of this instrument.

\*If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\*If space insufficient, continue executions on additional page(s) in Form D.<\*>see comment<\*>



LAND TITLE ACT  
**FORM D**

**EXECUTIONS CONTINUED**

OFFICER SIGNATURE(S)

EXECUTION DATE

Y	M	D

PARTY(IES) SIGNATURE(S)

NOVA GAS TRANSMISSION LTD. by  
its Authorized Signatory(ies).

\_\_\_\_\_  
Full Name:

\_\_\_\_\_  
Full Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to execution of this instrument.

Tract No.

**TERMS OF INSTRUMENT - PART 2****METER STATION AND ACCESS ROAD LEASE ("Lease")**

Province of British Columbia

-between-

(the "**Lessor**")

- and -

**NOVA Gas Transmission Ltd.**  
(the "**Company**")

---

**WHEREAS** the Lessor is the registered owner of an estate in fee simple subject, however, to such encumbrances, liens, estates or interests noted upon the Certificate of Title, of and in that certain parcel or tract of land situated in the Province of British Columbia and described as follows:

subject to any exceptions or reservations of mines or minerals appearing on the Certificate of Title, but, in any case, excepting thereout all mines and minerals (the "**Lands**").

**AND WHEREAS** the Company desires to lease certain portions of the Lands for use as a meter station and access road.

**AND WHEREAS** the Lessor has agreed to lease a certain portion of the Lands to the Company on the terms and conditions hereinafter set forth:

**NOW THEREFORE** the Lessor, for the compensation set out below, HEREBY GRANTS to the Company, for itself, its employees, agents, contractors, subcontractors, successors and assigns, the right of entry upon the Lands and does HEREBY LEASE to the Company, for the purposes of constructing, installing, commissioning, operating, maintaining, repairing, replacing, decommissioning and removing equipment and facilities including without limitation, valves, meters, compressors, pipe and related structures, all associated mechanical, electrical and control systems and any type of communication device and equipment, as may be deemed by the Company to be necessary or useful in connection with a meter station site and access road (the "**Pipeline Facilities**"), that portion of the Lands as outlined on the drawing attached as Schedule "A" and more particularly described as follows:

All that portion of the Lands as shown on plan filed under No. \_\_\_\_\_, a reduced copy of which is attached, (the "**Demised Premises**").

**1. Section 87 Notice**

The Lessor acknowledges receipt, prior to entering into this Lease, of a notice setting out or accompanied by:

- (a) a description of the portion of the Lands required by the Company for the Pipeline Facilities;

- (b) details of the compensation offered by the Company for such portion of the Lands required;
- (c) a detailed statement made by the Company of the value for such portion 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 Company's pipeline; and
- (e) a description of the procedure available for negotiation and arbitration under Part V of the *National Energy Board Act (Canada)* (the *National Energy Board Act* R.S.C. 1985, c. N-7, as amended, or any statute enacted in place thereof being referred to herein as the "**Act**") in the event that the Lessor and Company are unable to agree on any matter respecting the compensation payable.

**2. Term**

The term of this Lease is twenty-five (25) years to be computed from and including the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ to and including the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the "**Term**") subject, however, to rights of extension and earlier termination as hereinafter provided.

**3. Compensation**

(a) Land Payment

The Company shall pay the Lessor a land payment (the "**Land Payment**") representing compensation for all severance, injurious affection and adverse effect of and to the Demised Premises, taking into consideration the land value of the Demised Premises calculated at the rate of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per hectare ( \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per acre).

The Land Payment shall be paid to the Lessor as either:

- (i) one lump-sum payment of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) plus G.S.T. payable to the Lessor at the location indicated in clause 19 below unless and until the Company is otherwise notified in writing by the Lessor; or
- (ii) annual or periodic payments of equal or different amounts over a period of time for the Term plus G.S.T. as set out in Schedule "B" attached payable to the Lessor at the location indicated in clause 19 below unless and until the Company is otherwise notified in writing by the Lessor.

The Lessor has the option of receiving the Land Payment 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 has elected the method of compensation referred to above.

Where the Lessor has selected annual or other periodic payments (as set out in Schedule "B") the amount of compensation payable by the Company shall be reviewed every five (5) years in accordance with the Act.

(b) Damages Payment

(Delete  
(i) or (ii)  
and initial)

In addition, and subject to clause 11, if applicable, the Company shall pay the Lessor an annual damages payment (each, the "**Damages Payment**") in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per year for the Term, payable at the beginning of each year as described below. Each Damages Payment represents compensation for all ongoing damages suffered by the Lessor including, but not limited to, the loss of use of the Demised Premises and any nuisance, inconvenience, or noise that may reasonably be expected to be caused by or arise from or in connection with the operations of the Company in accordance with the rights granted under this Lease.

The first Damages Payment shall be payable to the Lessor upon the execution of this Lease and, subject to clause 11 if applicable, each subsequent Damages Payment shall be payable on the anniversary date of the Lease. The final Damages Payment shall be payable to the Lessor on the anniversary immediately preceding the final year of the Term. Each Damages Payment shall be payable to the Lessor at the location indicated in clause 19 below unless and until the Company is otherwise notified in writing by the Lessor.

Subject to clause 11 if applicable, the amount of the Damages Payment shall be reviewed every five (5) years over the Term. Upon such review, if the parties cannot agree as to the amount of the Damages Payment, the parties shall follow the procedure available for negotiation and arbitration under the Act.

#### **4. Quiet Enjoyment**

The Lessor covenants that it has good title to the Lands, has good right and full power to grant and lease the Lands, and that the Company, upon observing and performing the covenants and conditions on the Company's part shall and may peaceably possess and enjoy the Demised Premises and the rights and privileges granted during the Term and any extension thereof without any interruption or disturbance from or by the Lessor or any person, firm or company claiming by, through or under the Lessor.

#### **5. Extension of Term**

If the Company is not in default in respect of any of the covenants and conditions contained in this Lease at the date of expiration of the Term, then this Lease shall be renewed automatically and the term extended for a further period of twenty-five (25) years under the same terms, conditions and covenants herein contained, including this provision for extension which shall be limited to four (4) such extensions to be granted to the Company, however, the Land Payment shall not be payable anew in connection with any extension (the "**Extended Term**").

#### **6. Taxes Paid by the Lessor**

Subject to clause 7, the Lessor shall promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the Lands, including without limitation the Demised Premises, during the continuance of this Lease.

#### **7. Taxes Payable by Company**

The Company shall pay all taxes, rates and assessments that may be assessed or levied in respect of any and all machinery, equipment, structures and works placed by the Company in, on, over or under the Demised Premises.

#### **8. Fencing**

The Company shall during the continuance of this Lease, construct, erect and put upon the boundaries of the meter station and access road on the Demised Premises a good and substantial fence if so requested by the Lessor, or if required by the Company. The Company will replace all fences which the Company

may have removed for its purposes and repair all fences which it may have damaged and will close all gates after use.

#### **9. Compensation for Other Damages**

Other than in respect of those ongoing damages already compensated for by the Damages Payment, the Company shall compensate the Lessor for all damages suffered as a result of the operations of the Company.

#### **10. Indemnity**

The Company shall indemnify the Lessor from all liabilities, damages, claims, suits and actions arising out of the operations of the Company other than liabilities, damages, claims, suits or actions resulting from the gross negligence or wilful misconduct of the Lessor.

#### **11. Surrender**

The Company shall have the right at any time and from time to time to surrender all or part of the Demised Premises by written notice to the Lessor provided, however, that there shall be no refund to the Company of any payment already made by the Company to the Lessor.

#### **12. Removal of Equipment**

The Company may at all times during the continuance of this Lease, and for a period of six (6) months following the expiration or notice of termination or partial surrender of this Lease, remove or cause to be removed from the Demised Premises all buildings, structures, fixtures, material and equipment of whatsoever nature or kind, which it may have placed in, on, over or under the Demised Premises or in, on, over, or under any area surrendered, but in no event shall the Company be obligated to remove any buried pipelines or other lines.

#### **13. Remediation**

Upon the expiration or notice of termination or surrender of this Lease, the Company shall conserve, reclaim and remediate the Demised Premises affected by the exercise of the rights granted to the Company under this Lease, insofar as it is practicable to do so and in accordance with the then-applicable legislation, regulations and governmental direction.

#### **14. Discharge of Encumbrances**

Notwithstanding any other provision in this Lease, if the Company determines that:

- (a) there are outstanding charges, taxes, builders' liens, writs of execution, judgments or other encumbrances which are registered against the Lands; or
- (b) there are any overdue amounts outstanding under any agreement for sale, mortgage or other financial encumbrance that is registered against the Lands;

the Company may, but is not obligated to, pay all or a portion of the compensation or other amounts payable under the Lease to the holder of such charge, lien, writ of execution, judgment, mortgage or other financial encumbrance, or to such vendor or mortgagee to satisfy and discharge such encumbrance or to obtain a postponement from the encumbrance holder. The payment of any amount to such third party shall be deemed to be payment of such amount to the Lessor. For greater certainty, the Company shall not be required to obtain the Lessor's consent prior to making such payment. The Company shall provide to the Lessor written confirmation of any such payments within thirty (30) days of making such payments.

**15. Assignment by Company**

The Company may delegate, assign or convey to any other person, firm or company, all or any portion of the powers, rights and interests obtained by or conferred upon the Company hereunder, and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

**16. Default and Sole Remedy**

Notwithstanding anything herein contained to the contrary, the Company shall not be in default in the performance of any of its covenants or obligations under this Lease, including the payment of annual or periodic payments, unless and until the Lessor has notified the Company, in writing, of such default and the Company has failed to commence action to remedy the same within thirty (30) days of the receipt of such written notice. Further, any default shall not result in a termination of the Lease, and the sole remedy of the Lessor shall be to recover from the Company such amount and any interest payable thereon, and in no event shall the Lessor for whatever reason, interfere with, hinder, molest or interrupt the Company in its enjoyment of any of the rights and privileges granted hereunder.

**17. Manner of Payment**

All payments to be made by the Company under this Lease may be made by cheque on or before the due date by delivering or mailing a cheque to the Lessor at the address set out in clause 19. When mailed, any such payment shall be deemed to be given to, and received by, the addressee seven (7) days after the mailing thereof, postage prepaid.

**18. Notices**

All notices or payments required or permitted to be given hereunder shall be in writing and may be given or made personally or by mailing the same by prepaid first class mail addressed to the party to whom the notice is to be given and, when mailed, any such notice shall be deemed to be given to, and received by, the addressee seven (7) days after the mailing thereof.

**19. Addresses**

Unless changed by notice, the addresses of the parties shall be:

**Lessor:**

Attention:

**Company:** NOVA Gas Transmission Ltd.  
450 - 1<sup>st</sup> Street S.W.  
P.O. Box 1000, Postal Station M  
Calgary, AB T2P 4K5  
Attention: Land Department**20. Collection and Use of Personal Information**

The Lessor consents to the collection and use of its personal information within this form. The Company collects this type of personal information for purposes of general land rights acquisition and regulatory disclosure. The Lessor consents to the collection, use and disclosure of its personal information for these legitimate business purposes in relation to land matters of the Company.

**21. Covenant Running with the Land**

The rights, licences, liberties and privileges hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this Lease, including all the covenants and conditions herein, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors, successors-in-title and assigns of the parties.

**22. Restricted Use**

Any use of the Demised Premises by the Company shall be restricted to the Pipeline Facilities described above unless the Lessor consents to any proposed additional use at the time of the proposed additional use.

**23. Severability**

If any provision of this Lease is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed herefrom, provided, however, that the remainder of this Lease shall continue in full force and effect.

**24. Registration**

The parties intend that this Lease be registered in the applicable land title office and the Lessor agrees to execute this Lease in registerable form. The Company shall, at its sole cost, cause a plan of the Demised Premises to be prepared and shall, if required, make application to the relevant approving officer to approve the said plan. The Lessor shall cooperate with the Company including, without limitation, by signing the plan as owner of the Lands.

**25. Entire Agreement**

This Lease sets forth the entire agreement and understanding between the parties, and the Lessor agrees that there are no representations affecting this Lease, other than as contained herein or in a subsequent written agreement between the parties.

**26. Governing Law**

This Lease shall be governed by and construed in accordance with the laws in force in the province of British Columbia and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Lease this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNED AND DELIVERED**  
by the Grantor in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:

**OR**

[

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

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

**NOVA GAS TRANSMISSION LTD.**

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

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

For internal use only:

CLS rev1-Jun 3-09			
<b>SF</b>			
<b>NS</b>	Law	Business	Risk



APPROVED UNDER THE *LAND TITLE ACT* FOR THE PURPOSE OF LEASING FOR A PERIOD OF \_\_\_\_\_ YEARS FROM \_\_\_\_\_, 2009 [PLUS THE TERM OF ANY APPROVED RENEWALS].

\_\_\_\_\_  
APPROVING OFFICER  
MINISTRY OF TRANSPORTATION  
(OR OTHER AUTHORITY)  
DATE: \_\_\_\_\_

APPROVED UNDER THE *AGRICULTURAL LAND COMMISSION ACT* FOR THE PURPOSE OF LEASING FOR A PERIOD OF \_\_\_\_\_ YEARS FROM \_\_\_\_\_, 2009 [PLUS THE TERM OF ANY APPROVED RENEWALS].

\_\_\_\_\_  
CHAIR (OR OTHER OFFICER)  
PROVINCIAL AGRICULTURAL  
LAND COMMISSION  
DATE: \_\_\_\_\_

**SCHEDULE "A"**

**REDUCED COPY OF PLAN**

**SCHEDULE "B"**  
**LAND PAYMENT**

(a) **Annual Payment**

The Land Payment inclusive of the value of the land, shall be paid as the sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ plus G.S.T. to be paid on \_\_\_\_\_, 20\_\_\_\_ and a further sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ to be paid on \_\_\_\_\_ in each and every year thereafter for a period of \_\_\_\_\_ years.

(Delete  
(a) or (b)  
and initial)

(b) **Periodic Payment**

The Land Payment inclusive of the value of the land, shall be paid as the sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ to be paid on \_\_\_\_\_, 20\_\_\_\_;

- (i) and a further sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ to be paid on \_\_\_\_\_, 20\_\_\_\_;
- (ii) and a further sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ to be paid on \_\_\_\_\_, 20\_\_\_\_;
- (iii) and a further sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ to be paid on \_\_\_\_\_, 20\_\_\_\_.

**END OF DOCUMENT**



File: ●

**SUPPLEMENTAL AGREEMENT RESPECTING  
GRANT OF RIGHT-OF-WAY**

This supplemental agreement respecting grant of right-of-way is dated \_\_\_\_\_,  
20\_\_\_\_

BETWEEN:

●  
(the "**Owner**")

- and -

Nova Gas Transmission Ltd.  
(the "**Company**")

A. The Owner is the registered owner of an estate in fee simple of those lands and premises situated in the Province of British Columbia legally described as follows:

PID: ●  
●

subject to such encumbrances, liens and interests as are at the date hereof set forth in the existing Certificate of Title Number ● (the "**Lands**").

B. The Company acquired a right-of-way through the Lands for the purpose, inter alia, of constructing a pipeline or pipelines and related facilities all as more particularly described in a Grant of Right-of-Way (the "**Grant**") between the Owner and the Company dated \_\_\_\_\_, 20\_\_\_\_.

In consideration of the sum of One Dollar (\$1.00) paid by the Company to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, and of the mutual covenants and terms and conditions contained herein, the parties therefore agree as follows:

1. The Aboveground Works referred to in clause 10 of the Grant shall be located within the Right-of-Way as shown on the drawing attached hereto as Schedule A.
2. The Access Right-of-Way referred to in clause 10 of the Grant shall be located within the Lands as shown on the drawing attached hereto as Schedule A.
3. The annual compensation referred to in subclause 10(c) of the Grant, [which includes payment in full for the loss of use, nuisance, noise, inconvenience and interference as described in the said subclause 10(c), shall be an amount equal to the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)] plus any applicable goods and services tax. Such annual compensation is subject to review and adjustment every five (5) years commencing five (5) years after the first payment date and, if the Company and the registered owner fail to agree with respect to the adjustment, if any, to be made to such payment within ninety (90) days of such written request, then the parties shall submit the dispute to the appropriate governing body to be determined in accordance with the provisions of the

relevant legislation then in force in the Province of British Columbia. If the provisions of the relevant legislation do not permit resolution of the dispute, the dispute shall be determined by three disinterested arbitrators selected by the parties, and the decision of any two of such three arbitrators shall be final and conclusive, provided that in all other respects the provisions of the arbitration legislation then in force in British Columbia shall apply. The responsibility for the arbitration costs shall be determined by the appointed arbitrators.

4. The Owner acknowledges and agrees that no further compensation is payable in respect of the Aboveground Works and Access Right-of-Way other than as described herein.
5. The Owner also hereby acknowledges pursuant to clause 36 of the Grant that this Supplemental Agreement Respecting Grant of Right-of-Way shall be of the same force and effect to all intents and purposes as a covenant running with the land, and shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title, successors and assigns of the parties hereto.

6. The capitalized terms used in this agreement shall have the meaning ascribed to them in the Grant.

The parties are executing this agreement with effect on the date stated in the introductory clause.

SIGNED AND DELIVERED in the presence of:

\_\_\_\_\_  
Witness  
Print Name:

\_\_\_\_\_ ●

\_\_\_\_\_  
Witness  
Print Name:

\_\_\_\_\_ ●

\_\_\_\_\_  
Witness  
Print Name:

\_\_\_\_\_ ●

**OR**

\_\_\_\_\_ ●

Per: \_\_\_\_\_  
Print Name:  
Position Title:

Per: \_\_\_\_\_  
Print Name:  
Position Title:

I/We have authority to bind the corporation

\_\_\_\_\_ ●  
Per: \_\_\_\_\_

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

I/We have authority to bind the corporation

SF			
NS	Law	Busines s	Risk

**SCHEDULE A**

**[INSERT VALVE SITE DRAWING]**



**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_, \_\_\_\_\_, of  
PROVINCE OF BRITISH ) \_\_\_\_\_, in the City of \_\_\_\_\_, in the  
COLUMBIA ) Province of British Columbia, SWEAR or AFFIRM THAT:

- 1. That I was personally present and did see \_\_\_\_\_ who is/are known to me to be the person(s) named in the within instrument, duly sign the instrument.

**OR**

That I was personally present and did see \_\_\_\_\_ who, on the basis of the identification provided to me, I believe to be the person(s) named in the within instrument, duly sign the instrument.

- 2. The instrument was signed at \_\_\_\_\_, in the Province of British Columbia and I am the subscribing witness thereto.
- 3. That I believe the person(s) whose signature(s) I witnessed is/are at least eighteen (18) years of age.

SWORN or AFFIRMED before me at the )  
\_\_\_\_\_ of \_\_\_\_\_, )  
in the Province of British Columbia, on this \_\_\_ )  
day of \_\_\_\_\_, 20\_\_\_\_\_. )  
)  
)  
)  
)  
\_\_\_\_\_)  
A Commissioner for taking Affidavits for the )  
Province of British Columbia )

**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_, \_\_\_\_\_,  
PROVINCE OF BRITISH ) of \_\_\_\_\_, in the City of \_\_\_\_\_ ●, in the  
COLUMBIA ) Province of British Columbia, SWEAR or AFFIRM THAT:

1. That I was personally present and did see \_\_\_\_\_  
who is/are known to me to be the person(s) named in the within instrument, duly sign the  
instrument.

**OR**

That I was personally present and did see \_\_\_\_\_ who,  
on the basis of the identification provided to me, I believe to be the person(s) named in the within  
instrument, duly sign the instrument.

- 2. The instrument was signed at \_\_\_\_\_, in the Province of British  
Columbia and I am the subscribing witness thereto.
- 3. That I believe the person(s) whose signature(s) I witnessed is/are at least eighteen (18) years of  
age.

SWORN or AFFIRMED before me at the )  
 \_\_\_\_\_ of \_\_\_\_\_, )  
 in the Province of British Columbia, on this )  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. )  
 )  
 )  
 )  
 )  
 )  
 )  
 \_\_\_\_\_ )  
 A Commissioner for taking Affidavits for the )  
 province of British Columbia )

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

CANADA ) I, \_\_\_\_\_, \_\_\_\_\_, of  
PROVINCE OF BRITISH ) \_\_\_\_\_, in the City of \_\_\_\_\_, in  
COLUMBIA ) the Province of British Columbia, SWEAR or AFFIRM THAT:

1. I am an officer or a director of \_\_\_\_\_ named in the within or annexed instrument.

2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN or AFFIRMED before me at the )  
\_\_\_\_\_ of \_\_\_\_\_, )  
in the Province of British Columbia, on this )  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. )

\_\_\_\_\_  
A Commissioner for taking Affidavits for the )  
province of British Columbia )

\_\_\_\_\_



**File No.**

**LEASE FOR STOCKPILE SITE (“Lease”)**

Province of Alberta

This Lease is dated and effective as of \_\_\_\_\_, 20\_\_\_\_ (**“Effective Date”**)

**BETWEEN:**

**(“Lessor”)**

- and -

**(“Company”)**

A. The Lessor is the registered and beneficial owner of an estate in fee simple of those lands and premises situated in the province of Alberta legally described as follows:

subject to such encumbrances, liens and interests as are at the date hereof set forth in the existing Certificate of Title Number **(“Lands”)**.

B. The Lessor has agreed to grant a lease to the Company on and subject to the terms and conditions set forth in this Lease.

In consideration of the sum of One Dollar (\$1.00) paid by the Company to the Lessor, the receipt and sufficiency of which is hereby acknowledged by the Lessor, and of the mutual covenants and terms and conditions contained in this Lease, the parties therefore agree as follows:

**1. Grant of Rights**

The Lessor, for the compensation set out below, HEREBY GRANTS to the Company, for itself, its employees, agents, contractors, subcontractors, successors and assigns, the right of entry upon the Lands and does HEREBY LEASE to the Company that portion of the Lands as outlined on the drawing attached as Schedule A for the purposes of **(“Leased Area”)**.

**2. Term**

The term of this Lease shall be ( ) month(s) commencing on and including the day of , 20 **(“Commencement Date”)** to and including the day of , 20 **(Term”)** subject, however, to rights of extension and earlier termination set forth in this Lease.

**3. Compensation**

The Company shall pay compensation **(“Compensation”)** to the Lessor as follows:

- (a) upon the Effective Date of this Lease, a deposit ("**Deposit**") in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) plus any applicable goods and services tax ("**GST**");
- (b) on or before the Commencement Date, but subject to subclause 15.3, the balance of the Compensation ("**Balance**") in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) plus any applicable GST.

#### 4. **Extension of Term**

Upon the expiration of the Term, the Company shall have the option to continue to lease and to use the Leased Area on a month to month basis under the same terms, conditions and covenants herein contained at a rental of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month payable in advance of the first day of each and every month during the continuance of use by the Company.

## 5. Manner of Payment

All payments to be made by the Company under this Lease may be made by cheque on or before the due date by delivering or mailing a cheque to the Lessor at the address set out in subclause 21.2. When mailed, any such payment shall be deemed to be given to, and received by, the addressee seven (7) days after mailing.

## 6. Assignment by Lessor

If the Lessor sells or otherwise divests or agrees to sell or otherwise divest all or any part of his interest in the Lands, the Lessor shall, as a condition precedent to such sale or divestiture, obtain from the Lessor's successor in interest ("**Lessor's Successor**") and provide to the Company prior to the completion of such sale or divestiture, an assignment and assumption agreement (in form and content satisfactory to the Company) in favour of the Company, whereby, among other things, the Lessor's Successor agrees to be bound to the Company by all of the provisions of this Lease.

## 7. Assignment by Company

The Company may delegate, assign or convey to any other person, firm or company, all or any portion of the powers, rights and interests obtained by or conferred upon the Company hereunder, and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

## 8. Quiet Enjoyment

The Lessor covenants that it has good title to the Lands, has good right and full power to grant and lease the Lands, and that the Company, upon observing and performing in all material respects the covenants and conditions on the Company's part shall and may peaceably possess and enjoy the Leased Area and the rights and privileges granted during the Term and any extension thereof without any hindrance, interruption or disturbance from or by the Lessor or any person, firm or company claiming by, through or under the Lessor.

## 9. Taxes Paid by the Lessor

Subject to clause 10, the Lessor shall promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the Lands, including without limitation the Leased Area, during the continuance of this Lease.

## 10. Taxes Payable by Company

The Company shall pay all taxes, rates and assessments that may be assessed or levied in respect of any and all machinery, equipment, structures and works placed by the Company in, on, over or under the Leased Area.

## 11. Fencing

The Company shall, during the continuance of this Lease, construct, erect and put on or within the boundaries of the Leased Area a good and substantial fence if reasonably required by the Lessor, or if required by the Company. The Company will replace all fences which the Company may have removed for its purposes and repair all fences which it may have damaged and will close all gates after use.

**12. Weed Control**

The Company shall during the continuance of this Lease, be responsible for controlling restricted and noxious weeds as defined by the *Weed Control Act* within the Leased Area.

**13. Compensation for Other Damages**

The Company shall compensate the Lessor for all damages suffered as a result of the operations of the Company.

**14. Indemnity**

The Company shall indemnify the Lessor from and against all liabilities, damages, claims, suits or actions arising out of the use and occupation of the Leased Area by the Company. Such indemnity shall not extend to liabilities, damages, claims, suits or actions caused by or resulting from the negligence of the Lessor, its employees, agents, contractors or subcontractors.

**15. Environmental Liabilities**

15.1 In this Lease,

(a) "**Environmental Contamination**" means the presence in the environment of any substance or mixture of substances that causes or may cause an adverse effect to the environment, human health, safety or property.

(b) "**Environmental Law**" means all common law, statutes, regulations, governmental orders and directives respecting the protection or conservation of the environment, the control of contamination or pollution or the investigation, remediation or restoration of soil, air or water (including without limitation, ground water) applicable to the Leased Area.

(c) "**Environmental Liabilities**" means any loss, claim, action, cost, demand, expense or damage which a party hereto, its present and future officers or directors, affiliates, officials, employees, agents and representatives may suffer as a result of Environmental Contamination, the mitigation, restoration or remediation of which is required by Environmental Law.

15.2 The Lessor consents to the Company conducting, or retaining an environmental auditing firm to conduct, an environmental audit of the Leased Area prior to the Commencement Date ("**First Environmental Audit**") and again upon termination of this Lease (such environmental audit together with the First Environmental Audit collectively "**Environmental Audits**"). The Environmental Audits may include, at the Company's option, a Phase 1 assessment, a Phase 2 assessment or both.

15.3 If, following a review of the First Environmental Audit, the Company is not satisfied with the environmental condition of the Leased Area, the Company shall have the right to terminate this Lease and surrender the Leased Area by giving written notice to the Lessor. Where the Company terminates this Lease in accordance with this subclause prior to the Commencement Date, the Company shall have no further obligations under this Lease including any obligation to pay the Balance and the Lessor and Company agree that the Lessor shall retain the Deposit as the Lessor's sole and exclusive remedy in respect of such termination.

15.4 Notwithstanding any other provision of this Lease, the Company and Lessor expressly agree as follows:



- (a) The Lessor shall be liable for and shall, in addition, indemnify and save the Company harmless from and against any Environmental Liabilities existing as of the date of execution of this Lease.
- (b) The Company shall be liable for and shall, in addition, indemnify and save the Lessor harmless from and against any Environmental Liabilities that are a result of the Company's use of the Leased Area.
- (c) The responsibilities of both the Lessor and the Company with respect to the environmental obligations contained herein shall survive the termination of this Lease and continue in full force and effect.

## **16. Removal of Equipment**

The Company may at all times during the continuance of this Lease remove or cause to be removed from the Leased Area all buildings, structures, fixtures, material and equipment of whatsoever nature or kind, which it may have placed in, on, over or under the Leased Area or in, on, over, or under any area surrendered.

## **17. Surrender**

- 17.1 The Company shall have the right at any time and from time to time to surrender all or any portion of the Leased Area by written notice to the Lessor and to terminate this Lease as it relates to the surrendered area.
- 17.2 Where the Company provides notice of termination to the Lessor, there shall be no refund to the Company of any payment already made by the Company to the Lessor.
- 17.3 If this Lease has been registered, then upon termination of this Lease the Company shall register in the appropriate Land Titles Office such documents as may be necessary to remove such registration from the title to the Lands.
- 17.4 At the termination of the Lease the Company shall yield up the Leased Area as closely as practicable to the condition existing immediately prior to entry thereon by the Company.

## **18. Insurance**

- 18.1 The Company shall obtain and keep in force during the Term comprehensive general liability insurance covering liability for bodily injury and property damage arising from the Company's operations under this Lease. The limit of this insurance shall not be less than five million dollars, inclusive, for any one occurrence unless otherwise agreed by the parties in writing. This policy shall provide coverage for liability assumed under this Lease.
- 18.2 The Company, upon request of the Lessor, shall furnish written documentation, satisfactory to the Lessor, evidencing the required coverage.
- 18.3 As an alternative to the five million dollar policy of comprehensive general liability insurance referred to in subclause 18.1, if acceptable to the Lessor, the Company may self-insure against the risks normally covered by such a policy.

## **19. Default and Sole Remedy**

Notwithstanding anything herein contained to the contrary, the Company shall not be in default in the performance of any of its covenants or obligations under this Lease, unless and until the Lessor has notified the Company, in writing, of such default and the Company has failed to commence action to

remedy the same within thirty (30) days of the receipt of such written notice. Further, any default shall not result in a termination of the Lease, and the sole remedy of the Lessor shall be to recover from the Company such amount and any interest payable, and in no event shall the Lessor for whatever reason, interfere with, hinder or interrupt the Company in its enjoyment of any of the rights and privileges granted hereunder.

## 20. Representations and Warranties

20.1 The Lessor represents and warrants that it has the right to convey the Leased Area free from all encumbrances, that it has done no act to encumber the Leased Area and that it has not granted any other rights to any third party that would conflict with the rights granted hereunder except for:

- (a) any interests or encumbrances registered on title to the Lands as of \_\_\_\_\_; and
- (b) any interests or encumbrances disclosed to the Company by the Lessor prior to the date the Lessor executes this Lease.

20.2 The Lessor represents that the Lessor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and that if the Lessor's status for income tax purposes changes, the Lessor will promptly notify the Company in writing.

## 21. Notices

21.1 All notices or payments required or permitted to be given hereunder shall be in writing and may be given or made personally or by mailing the same addressed to the party to whom the notice is to be given and, when mailed, any such notice shall be deemed to be given to, and received by, the addressee seven (7) days (Saturdays, Sundays and statutory holidays in the province of Alberta excluded) after the mailing thereof.

21.2 Unless changed by notice, the addresses of the parties shall be:

**Lessor:**

**Company:**

Attention:

450 - 1<sup>st</sup> Street S.W.  
P.O. Box 1000, Postal Station M  
Calgary, AB T2P 4K5  
Attention: Land Department

## 22. Collection and Use of Personal Information

The Lessor consents to the collection, use and disclosure of the Lessor's personal information as described within this Lease as long as the Lease is in force or as required by law. The Company collects, uses and discloses the personal information for land rights acquisition and regulatory disclosure as described in this Lease, in accordance with industry practice and as required by law. The Company collects, uses, discloses and maintains personal information in accordance with the *Personal Information Protection and Electronic Documents Act* and the Company's personal information policy.

## 23. Severability

If any provision of this Lease is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed herefrom, provided, however, that the remainder of this Lease shall continue in full force and effect.

## 24. General

24.1 Wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context of the party or parties so require, and this Lease shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

24.2 The Lessor will, from time to time, execute such further assurances of the rights granted herein as may be required by the Company. Without limiting the foregoing, the Lessor hereby agrees from time to time to execute and deliver all such additional documents, instruments and agreements and to take all such additional steps and actions as may be reasonably required to fully implement the terms of agreement.

## **25. Entire Agreement**

This Lease sets forth the entire agreement and understanding between the parties as to the subject matter contained herein, and the Lessor agrees that there are no representations affecting this Lease, other than as contained herein.

## **26. Governing Law**

This Lease shall be governed by and construed in accordance with the laws in force in the province of Alberta and the federal laws of Canada applicable therein.

**27. Facsimile and Counterpart**

This Lease may be executed and delivered (including by facsimile or other electronic transmission) by the different parties hereto in separate counterparts, each of which will, when executed, be deemed an original and all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Lease.

Date executed by Lessor: \_\_\_\_\_, 20\_\_

**SIGNED AND DELIVERED**  
by the Lessor in the presence of

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Name:

**OR**

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Position Title: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Position Title: \_\_\_\_\_

I/We have authority to bind the corporation

Date executed by Company: \_\_\_\_\_, 20\_\_

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

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

I/We have authority to bind the corporation

Legal 25Apr2013

SF			
	Law	Business	Risk
NS			

**CONSENT OF SPOUSE**

I, \_\_\_\_\_ being married to the above named \_\_\_\_\_ (the Lessor) do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the *Dower Act*, R.S.A. 2000, to the extent necessary to give effect to the disposition.

\_\_\_\_\_  
**Spouse of Lessor**

**CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE**

1. This document was acknowledged before me by \_\_\_\_\_  
apart from her husband/his wife.
2. \_\_\_\_\_ acknowledged to me that she/he:
  - (a) is aware of the nature of the disposition/agreement,
  - (b) is aware that the *Dower Act*, R.S.A. 2000, gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent,
  - (c) consents to the disposition/agreement for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by the *Dower Act*, R.S.A. 2000, to the extent necessary to give effect to the said disposition/agreement,
  - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

Dated at \_\_\_\_\_, in the Province of Alberta, on \_\_\_\_\_, 20\_\_\_\_\_.

**A COMMISSIONER FOR OATHS IN AND FOR  
THE PROVINCE OF ALBERTA**

**DOWER AFFIDAVIT**

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of Alberta, make oath and say:

1. I am the Lessor named in the within instrument.
2. I am not married.

**OR**

Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at \_\_\_\_\_, )  
 in the Province of Alberta, )  
 on \_\_\_\_\_, 20\_\_\_\_\_. )  
 )  
 )  
 )  
 )  
 )  
 )

\_\_\_\_\_

**A COMMISSIONER FOR OATHS IN AND FOR  
THE PROVINCE OF ALBERTA**

**SCHEDULE A**

**DRAWING**

**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_, of  
 )  
PROVINCE OF ALBERTA ) \_\_\_\_\_, in the Province of Alberta,  
 )  
TO WIT: ) make oath and say:

1. I was personally present and did see \_\_\_\_\_ who is/are known to me to be the person(s) named in the within instrument, duly sign the instrument.

**OR**

I was personally present and did see \_\_\_\_\_ who, on the basis of the identification provided to me, I believe to be the person(s) named in the within instrument, duly sign the instrument.

2. The instrument was signed at \_\_\_\_\_, in the Province of Alberta and I am the subscribing witness thereto.

3. That I believe the person(s) whose signature(s) I witnessed is/are at least eighteen (18) years of age.

SWORN before me at \_\_\_\_\_, )  
in the Province of Alberta, )  
on \_\_\_\_\_, 20\_\_\_\_. ) \_\_\_\_\_

\_\_\_\_\_  
**A COMMISSIONER FOR OATHS IN AND FOR  
THE PROVINCE OF ALBERTA**

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

CANADA ) I, \_\_\_\_\_, of  
 )  
PROVINCE OF ALBERTA ) \_\_\_\_\_, in the Province of Alberta,  
 )  
TO WIT: ) make oath and say:

- 1. I am an officer or a director of \_\_\_\_\_ named in the within or annexed instrument.
- 2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at \_\_\_\_\_ )  
in the Province of Alberta, on )  
\_\_\_\_\_, 20\_\_\_\_ )  
 )  
 ) \_\_\_\_\_

\_\_\_\_\_  
**A COMMISSIONER FOR OATHS IN AND FOR  
THE PROVINCE OF ALBERTA**



## CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

**THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.**

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
  - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
  - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clause 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Clause 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Clause 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

<b>Costs to be Borne by the Seller</b>	<b>Costs to be Borne by the Buyer</b>
Lawyer or Notary Fees and Expenses:	Lawyer or Notary Fees and Expenses:
- attending to execution documents.	- appraisal (if applicable)
Costs of clearing title, including:	- Land Title Registration fees.
- discharge fees charged by	Fire Insurance Premium.
encumbrance holders,	Sales Tax (if applicable).
- prepayment penalties.	Property Transfer Tax.
Real Estate Commission.	Goods and Services Tax.
Goods and Services Tax.	
	Survey Certificate (if required).
	Costs of Mortgage, including:
	- mortgage company's Lawyer/Notary.

7. **RISK:** (Clause 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:
  - a house or other building under construction
  - a lease
  - a business
  - an assignment
  - other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.



BRITISH COLUMBIA  
REAL ESTATE  
ASSOCIATION



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

### CONTRACT OF PURCHASE AND SALE

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PC: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PER: \_\_\_\_\_ MLS® NO: \_\_\_\_\_

SELLER: _____ SELLER: _____ ADDRESS: _____ _____ PC: _____ PHONE: _____ RESIDENT OF CANADA <input type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/> as defined under the <i>Income Tax Act</i> .	BUYER: _____ BUYER: _____ ADDRESS: _____ _____ PC: _____ PHONE: _____ OCCUPATION: _____
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### PROPERTY:

UNIT NO. \_\_\_\_\_ ADDRESS OF PROPERTY \_\_\_\_\_

CITY/TOWN/MUNICIPALITY \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

PID \_\_\_\_\_ OTHER PID(S) \_\_\_\_\_

LEGAL DESCRIPTION \_\_\_\_\_

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_ (Purchase Price)

2. **DEPOSIT:** A deposit of \$ \_\_\_\_\_ which will form part of the Purchase Price, will be paid on the following terms:  
\_\_\_\_\_  
\_\_\_\_\_

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to \_\_\_\_\_ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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INITIALS

PROPERTY ADDRESS

**3. TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

**4. COMPLETION:** The sale will be completed on \_\_\_\_\_, yr. \_\_\_\_\_ (Completion Date) at the appropriate Land Title Office.

**5. POSSESSION:** The Buyer will have vacant possession of the Property at \_\_\_\_\_ m. on \_\_\_\_\_, yr. \_\_\_\_\_ (Possession Date) OR, subject to the following existing tenancies, if any:

\_\_\_\_\_

**6. ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of \_\_\_\_\_, yr. \_\_\_\_\_ (Adjustment Date).

**7. INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUT EXCLUDING:** \_\_\_\_\_  
\_\_\_\_\_

**8. VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on \_\_\_\_\_ yr. \_\_\_\_\_

**9. TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.

**10. TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

**11. DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

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INITIALS

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- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
  
- 13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
  
- 14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
  
- 15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
  
- 16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
  
- 17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
  
- 18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
  
- 19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
  - A. for all purposes consistent with the transaction contemplated herein:
  - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
  - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
  - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

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INITIALS

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**20. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an agency relationship with

\_\_\_\_\_ who is licensed in relation to \_\_\_\_\_  
DESIGNATED AGENT/LICENSEE BROKERAGE

B. the Buyer has an agency relationship with

\_\_\_\_\_ who is licensed in relation to \_\_\_\_\_  
DESIGNATED AGENT/LICENSEE BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

\_\_\_\_\_  
DESIGNATED AGENT/LICENSEE  
who is/are licensed in relation to \_\_\_\_\_  
BROKERAGE

having signed a Limited Dual Agency Agreement dated \_\_\_\_\_



If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

**21. ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.



**22. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

**23. OFFER:** This offer, or counter-offer, will be open for acceptance until \_\_\_\_\_ o'clock \_\_\_\_m. on \_\_\_\_\_, yr. \_\_\_\_\_ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X \_\_\_\_\_  \_\_\_\_\_  
WITNESS BUYER PRINT NAME  
X \_\_\_\_\_  \_\_\_\_\_  
WITNESS BUYER PRINT NAME

**24. ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated \_\_\_\_\_, yr. \_\_\_\_\_

X \_\_\_\_\_  \_\_\_\_\_  
WITNESS SELLER PRINT NAME  
X \_\_\_\_\_  \_\_\_\_\_  
WITNESS SELLER PRINT NAME

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).



File:

**CONSENT OF OCCUPANT**

\_\_\_\_\_ (“**Occupant**”)  
of \_\_\_\_\_ in the Province of British Columbia,  
being entitled to occupy all or part of that certain parcel of land and premise situate, lying and being in the  
Province of British Columbia, and more particularly described as follows:

PID: \_\_\_\_\_, \_\_\_\_\_

(the "**Lands**")

DOES HEREBY, in consideration of the sum of \_\_\_\_\_ (\$), GIVE AND GRANT TO:  
**NOVA GAS TRANSMISSION LTD.** (the "**Company**") insofar as it has the right to do so, full right, liberty  
and privilege to enter upon the Lands and use the Lands for all purposes set out in the attached forms of  
Statutory Right-of-Way (Attachment A) and Temporary Work Space Agreement (Attachment B); and the  
Occupant HEREBY CONSENTS to the execution and delivery to the Company, by the registered owner  
of the Lands, of a Statutory Right-of-Way and Temporary Work Space Agreement in the attached forms  
and the Occupant agrees that all of the Occupant's rights, title, estate and interest in the Lands shall be  
subject to the said executed Statutory of Right-of-Way and Temporary Work Space Agreement and that  
the Occupant shall be subject to the terms thereof.

IN WITNESS WHEREOF the Occupant has executed this Consent on \_\_\_\_\_, 20\_\_\_\_\_.

SIGNED AND DELIVERED  
by the Occupant in the presence of:

\_\_\_\_\_  
Witness  
Print Name:

\_\_\_\_\_  
●

\_\_\_\_\_  
Witness  
Print Name:

\_\_\_\_\_  
●

**OR**

\_\_\_\_\_  
●

\_\_\_\_\_  
Witness  
Print Name:

Per: \_\_\_\_\_  
Print Name:  
Position Title:

\_\_\_\_\_  
Witness  
Print Name:

Per: \_\_\_\_\_  
Print Name:  
Position Title:

Legal 13Nov2012			
<b>SF</b>			
<b>NS</b>	Law	Business	Risk



**Attachment A – Statutory Right-of-Way**

## Attachment B - Temporary Work Space Agreement