

Appendix 8-50

Lease For Pipeline Installations – Manitoba

Energy East File No.

**LEASE FOR PIPELINE INSTALLATIONS
("Lease")**

Province of Manitoba

This lease is dated as of _____, 20____

BETWEEN:

("Lessor")

- and -

ENERGY EAST PIPELINE LTD.,
in its capacity as general partner on behalf of
ENERGY EAST PIPELINE LIMITED PARTNERSHIP

("Company")

RECITALS:

A. The Lessor is the registered and beneficial owner of an estate in fee simple subject, however, to such encumbrances, liens and interests as are at the date hereof set forth in the existing title, of those lands and premises situated in the province of Manitoba legally described as follows:

As contained and described in 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 are 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 herein, 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, servicing, commissioning, operating, maintaining, inspecting, repairing, replacing, decommissioning and removing equipment and facilities including, without limitation, valves, meters, compressors, pipe and related structures, signage, all associated mechanical, electrical and control systems and any type of communication device and equipment and road access and utility connections, including the right to ingress and egress, as may be deemed by the Company to be necessary or useful in connection with the Company's pipeline installations ("**Pipeline Facilities**"), that portion of the Lands shown on the sketch or plan hereto attached as Schedule A (the "**Leased Area**").

The Company shall be entitled to have a plan of survey for the Leased Area prepared and registered at the applicable Land Titles Office in Manitoba, provided such registered plan of survey shows the Leased Area to be that part of the Lands shown on the sketch or plan attached hereto as Schedule A.

2. Term

The term of this Lease is twenty-one (21) years less one (1) day, to be computed from and including the day of _____, 20____ to and including the day of _____, 20____ ("**Term**"), subject however to the right of earlier termination set forth in this Lease and to the provisions of clause 11 herein.

Initial	Grantor		
	Agent		

3. National Energy Board Act Provisions

- 3.1 Other than in respect of those ongoing damages already compensated for by the Ongoing Payments referenced in clause 4 herein, Company shall compensate Lessor for all damages suffered by Lessor as a result of the operations of the Company.
- 3.2 Company shall indemnify Lessor from all liabilities, damages, claims, suits and actions arising out of the operations of Company on the area comprising the Leased Area other than liabilities, damages, claims, suits and actions resulting from the gross negligence or wilful misconduct of Lessor.
- 3.3 The use of the Leased Area by Company shall be restricted to uses relating to the line of pipe or other facility for which the Leased Area is, by this Lease, specified to be required by Company, unless Lessor consents to any proposed additional use at the time of the proposed additional use.
- 3.4 The Lessor acknowledges receipt, prior to entering into this Lease, of a notice pursuant to section 87 of the *National Energy Board Act* (Canada) as amended (the “**Act**”) 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 Act in the event that the Lessor and Company are unable to agree on any matter respecting the compensation payable.

4. Compensation

Land Acquisition Payment

- 4.1 The Company shall pay the Lessor _____ Dollars (\$ _____) as compensation for the acquisition hereunder of the lease of the Leased Area (“**Land Acquisition Payment**”) calculated at the rate of _____ Dollars (\$ _____) per hectare (_____ Dollars (\$ _____) per acre).
- 4.2 Pursuant to the Act, the Lessor has the option of receiving the Land Acquisition Payment by one lump-sum payment or by annual or periodic payments of equal or different amounts over a period of time.
- 4.3 The Lessor elects the Land Acquisition Payment to be paid as:
(elect one by initialling and striking out the other option)
 - a) on the first day of the Term, by one lump sum payment; or
 - b) commencing on the first day of the Term, by annual or periodic payments of equal or different amounts over a period of time during the Term as set out in Schedule B to this Lease, (“**Annual or Periodic Payments**”), which Annual or Periodic Payments shall be subject to review every five years of the Term (“**Five Year Period**”) in accordance with subclause 4.4 for so long as any portion of the Land Acquisition Payment remains payable.
- 4.4 Where the Lessor has elected to be paid the Land Acquisition Payment by Annual or Periodic Payments in accordance with subclause 4.3(b), the Company shall, at least sixty (60) days prior to the expiry of each Five Year Period, provide the Lessor with a proposal regarding the amount of the Annual or Periodic Payments to be paid to the Lessor during the next Five Year Period (“**Proposed Annual or Periodic Payments**”). If the Lessor does not accept the Proposed Annual or Periodic Payments prior to the commencement of the next Five Year Period, either party may avail itself of the procedures available for negotiation and arbitration under the Act. The Annual or Periodic Payments shall be set at the amount of the Proposed Annual or Periodic Payments, subject to adjustment if the amount of the Annual or Periodic Payments determined by negotiation or arbitration differs from the Proposed Annual or Periodic Payments.

Initial	Grantor		
	Agent		

First Year and Ongoing Damages Compensation

- 4.5 In addition to the Land Acquisition Payment payable under subclause 4.1, the Company shall, on the first day of the Term, pay the Lessor _____ Dollars (\$_____) as compensation for: a) damages associated with the loss of use to the Lessor of the Leased Area, b) adverse effect of taking of the Leased Area on the remaining Lands of the Lessor, and c) any nuisance, inconvenience and noise that may reasonably be expected to be caused by the operations of the Company during the first year of the Term ("**First Year Payment**").
- 4.6 Thereafter on each one year anniversary of the first day of the Term of this Lease, the Company shall pay the Lessor _____ Dollars (\$_____) as compensation for: a) damages associated with the loss of use to the Lessor of the Leased Area, b) adverse effect of taking of the Leased Area on the remaining Lands of the Lessor, and c) any nuisance, inconvenience and noise that may reasonably be expected to be caused by the operations of the Company during the next year of the Term ("**Ongoing Payments**"), which Ongoing Payments shall be subject to review every Five Year Period in accordance with subclause 4.7.
- 4.7 The Company shall, at least sixty (60) days prior to the expiry of each Five Year Period, provide the Lessor with a proposal regarding the amount of the Ongoing Payment to be paid to the Lessor during the next Five Year Period ("**Proposed Ongoing Payments**"). If the Lessor does not accept the Proposed Ongoing Payments prior to the commencement of the next Five Year Period, either party may avail itself of the procedures available for negotiation and arbitration under the Act. The Ongoing Payment shall be set at the amount of the Proposed Ongoing Payments, subject to any adjustment if the amount of the Ongoing Payment determined by negotiation or arbitration differs from the Proposed Ongoing Payment.

5. GST

The Company shall be responsible to pay to the Lessor all applicable goods and services tax ("**GST**") payable pursuant to the provisions of the *Excise Tax Act* (Canada) on all amounts payable hereunder by the Company to the Lessor.

6. Manner of Payment

- 6.1 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 23.2. When mailed, any such payment shall be deemed to be given to, and received by, the addressee seven (7) days after mailing.
- 6.2 Except as provided in subclauses 6.3 or 6.4 of this clause, the Ongoing Payments and any Annual or Periodic Payments of compensation pursuant to subclause 4.3, if any, shall be made to the registered owner of the fee simple interest in the Leased Area at the time the payment is due.
- 6.3 In the event of a change in the ownership of all or part of the fee simple interest in the Leased Area, then the Company at its sole option is entitled to continue to make such Annual or Periodic Payments and such Ongoing Payments to the person or persons that show(s) on the Company's records as the registered owner of the fee simple interest in the Leased Area until thirty (30) days after proper notice of such change has been given to the Company.
- 6.4 If the Lands are subdivided, then the provisions of subclauses 6.2 and 6.3 of this clause shall apply except that, in addition, the Company may at its sole option determine whether any such payment applies only as to one subdivided parcel or whether any such payment should be allocated between subdivided parcels and, upon the Company giving proper notice to the Lessor of such change in payments, the Company shall be entitled to make payment in accordance with this clause.
- 6.5 For the purposes of this clause, "proper notice" shall consist of written notice of such change in ownership executed by both the prior registered owner and the new registered owner, accompanied by a notarial or certified copy of the registered instrument effecting such change in ownership.

7. Title to Pipeline Facilities

- 7.1 Title to all of the Pipeline Facilities at any time located on, over or under the Leased Area shall be, and shall remain, in the Company throughout the Term and all extensions thereof, notwithstanding that all or any part of the Pipeline Facilities may be affixed to the Leased Area.
- 7.2 Title to all trade fixtures, equipment, signs, appliances, furniture and other personal property of any nature at any time installed by or for the Company on the Leased Area shall be and remain in the Company and none of such items shall be deemed affixed to, or a part of, the real estate. Any of such items may be removed from the Leased Area at any time during the Term or any extension thereof, provided the Company shall repair any damage to the Leased Area occasioned by such removal.

Initial	Grantor		
	Agent		

8. Assignment by Lessor

If the Lessor sells or otherwise divests or agrees to sell or otherwise divest all of any part of the Lessor's 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, acting reasonably) in favour of the Company, whereby, among other things, the Lessor's Successor agrees to assume and be bound to the Company by all of the provisions of this Lease.

9. Assignment by Company

The Company may, without any requirement to obtain the Lessor's consent, 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 the Company shall be entitled to sublease all or any portion of the Leased Area without the consent of the Lessor, and the Company may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

10. Quiet Enjoyment

The Lessor represents and warrants to the Company 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 agreements and obligations on the Company's part to be observed or performed hereunder, shall and may peaceably possess and enjoy the Leased Area and all of 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.

11. Extension of Term

Provided the Company has first obtained from the applicable planning authority any consent required pursuant to the subdivision control provisions of *The Planning Act* (Manitoba) or *The City of Winnipeg Charter Act* (Manitoba), whichever shall be applicable, the Company shall have the right to extend the Term of the Lease for a further period of twenty-one (21) years less one (1) day under the same terms, conditions and covenants herein contained, including this provision for extension which shall, however, be limited to five (5) such extensions to be granted to the Company, provided however, the Land Acquisition Payment and First Year Payment shall not be payable anew in connection with any extension. For greater certainty, only the Ongoing Payments will continue in connection with any extension. If the Company has the right to extend the Term of this Lease as aforesaid and if the Company elects to exercise its right to extend the Term of this Lease, it shall do so by giving the Lessor notice, in writing, of its intention to do so not later than three (3) months prior to the expiration of the then current Term, provided however that if the Company has first obtained from the applicable planning authority any consent required pursuant to the subdivision control provisions of *The Planning Act* (Manitoba) or *The City of Winnipeg Charter Act* (Manitoba), whichever shall be applicable, for a period that is greater than one (1) extension term the Company shall have the right, at its sole option, to elect to exercise multiple extensions, provided that no extension or extensions so exercised shall exceed any time limitations imposed under or pursuant to the applicable planning authority consent. In the event an extension or extensions so exercised shall exceed any time limitations imposed under or pursuant to the applicable planning authority consent, until any further required consent is obtained from the applicable planning authority, the Company's rights and entitlements under the Lease shall, including rights and entitlements to extensions of the Term, shall, notwithstanding anything elsewhere contained in this Lease to the contrary, be deemed to extend only for so long as permitted under or pursuant to the applicable planning authority consent and any extension or extensions so exercised are hereby deemed to be modified accordingly. The Company shall be responsible for applying for any consent and responsible for all costs and expense imposed, charged or levied as a result of such application and in order to obtain such consent. The Lessor shall cooperate with the Company in all respects in making such application.

12. Registration of Lease

The Company shall be entitled to register this Lease against the title to the Lands by way of a caveat (the "**Lease Caveat**") or by the registration of this Lease. At the request of the Company, the Lessor shall obtain and deliver to the Company all postponements and discharges as the Company may reasonably require so that the registration of the Lease Caveat or the Lease, as applicable, is not subject to any prior mortgages, charges or other financial encumbrances whatsoever.

13. Taxes Paid by the Lessor

Subject to clause 14, the Lessor shall promptly pay and satisfy prior to their due date all taxes, rates, levies, and assessments that may be assessed or levied against the Lands, including without limitation the Leased Area, during the continuance of this Lease.

Initial	Grantor		
	Agent		

14. Taxes Payable by Company

The Company shall pay all taxes, rates, levies, 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. In the event that any such taxes, rates, levies and assessments are not separately levied but form part of the levy or assessment for the Lands, then the Lessor, acting reasonably, shall be entitled to allocate such portion of the levy or assessment for the Lands as is reasonably allocable to such machinery, equipment, structures, and works.

15. 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.

16. Weed Control

The Company shall during the continuance of this Lease, be responsible for weed control within the Leased Area.

17. 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 any 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, but in no event shall the Company be obligated to remove any buried pipelines or other lines.

18. Surrender

- 18.1 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.
- 18.2 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.
- 18.3 Where the Company provides notice of termination to the Lessor, the requirement of the Company to make any Ongoing Payments, with respect to the portion of the Leased Area surrendered, shall cease as of the date of such termination, provided however, that there shall be no refund to the Company of any payment already made by the Company to the Lessor.
- 18.4 Notwithstanding subclauses 4.3(b) and 4.4, any portion of the Land Acquisition Payment that remains payable as at the date of termination of this Lease pursuant to subclause 18.1 shall be paid forthwith by the Company to the Lessor by one lump sum payment.

19. Reclamation

Prior to termination of this Lease, the Company shall conserve, reclaim and remediate the Leased Area affected by the exercise of the rights granted to the Company under this Lease in accordance with the legislation and regulations in force at the time of such termination.

20. 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 shall not be obligated to, pay all or a portion of the compensation or other amounts payable under this 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 hereunder 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.

Initial	Grantor		
	Agent		

21. 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 agreements or obligations under this Lease, including, without limitation, the payment of any 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, and in no event shall the Lessor for whatever reason, interfere with, hinder, molest or interrupt the Company in its occupancy or use of the Leased Area or in its enjoyment of any of the rights and privileges granted hereunder.

22. Representations and Warranties

22.1 The Lessor represents and warrants that it has the right to lease 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 and no third party is otherwise the holder of any rights that would conflict with the rights granted hereunder except for:

- (b) interests or encumbrances registered on title to the Lands as at ___; and
- (c) interests or encumbrances disclosed to the Company by the Lessor prior to the execution of this Lease by the Lessor.

22.2 The Lessor represents and warrants that the Lessor has no actual knowledge of any hazardous, toxic or dangerous material or substance located on, under or within the Leased Area or within the groundwater within the Leased Area.

22.3 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.

23. Notices

23.1 All notices or payments required or permitted to be given under or in connection with this agreement shall be in writing and shall be personally delivered, mailed by registered mail or faxed 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 Manitoba excluded) after the mailing thereof.

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

Lessor:	Company:	Energy East Pipeline Ltd. 450 - 1 st Street S.W. P.O. Box 1000, Postal Station M Calgary, AB T2P 4K5 Attention: Energy East Land Department Fax No.: (403) 920-2334
Attention: Fax No.:		

24. 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.

25. Covenant Running with the Land

The rights, licences, liberties and privileges hereby granted are and shall be of the same force and effect for all intents and purposes as covenants running with and binding the Lands and this Lease, including all the covenants 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 respectively.

26. 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.

Initial	Grantor		
	Agent		

27. General

- 27.1 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.
- 27.2 The Lessor shall, 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 this agreement.

28. 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, warranties, terms, conditions or agreements affecting this Lease, other than as contained herein.

29. Governing Law

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

[section 30 is on the following page]

Initial	Grantor		
	Agent		

30. 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.

The parties are executing this Lease with effect on the date written on the first page of this Lease.

SIGNED AND DELIVERED
by the Lessor in the presence of

LESSOR (if individual(s))

Witness
Print Name: _____

Name:

Witness
Print Name: _____

Name:

Witness
Print Name: _____

Name:

OR

LESSOR (if a corporation)

Witness
Print Name: _____

Per: _____
Print Name: _____
Position Title: _____

Witness
Print Name: _____

Per: _____
Print Name: _____
Position Title: _____

I/We have authority to bind the corporation

COMPANY:

**ENERGY EAST PIPELINE LTD.,
in its capacity as general partner on behalf of
ENERGY EAST PIPELINE LIMITED
PARTNERSHIP**

Per: _____

Per: _____

I/We have authority to bind the corporation

Legal 24Apr2013			
SF			
NS	Law	Business	Risk

HOMESTEAD ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT

I, the spouse or common-law partner of the Lessor, consent to the disposition of the homestead effected by this instrument and acknowledge that:

- 1. I am the first spouse or common-law partner to acquire homestead rights in the property;
- OR-
- A previous spouse or common-law partner of the Lessor acquired homestead rights in the property but those rights have been released or terminated in accordance with The Homesteads Act (Manitoba).
- 2. I am aware that *The Homesteads Act* (Manitoba) gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
- 3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
- 4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

Name of Spouse or common-law partner	Signature of spouse or common-law partner	Date
--------------------------------------	-------------------------------------------	------

Name of Witness	Signature of Witness	Date
-----------------	----------------------	------

A Notary Public in and for the Province of Manitoba

A Commissioner for Oaths in and for the Province of Manitoba

My Commission expires: _____

Or other person authorizes to take affidavits under The Manitoba Evidence Act (Specify) _____

[delete non-applicable office]

Initial	Grantor		
	Agent		

HOMESTEAD AFFIDAVIT OF LESSOR

I, _____, of _____, Manitoba, make oath and say:

1. I am the Lessor (or the agent acting under power of attorney granted by the Lessor in my favour registered in the _____ Land Titles Office on _____ as instrument number _____) named in the within (or annexed) instrument.

2. My Co-Lessor (or my principal's Co-Lessor is) is my (or my principal's) spouse or common-law partner.

-OR-

I am (or my principal is) not married or in a common-law relationship.

-OR-

Neither myself nor my spouse or common-law partner (or my principal nor my principal's spouse or common-law partner) have resided on the within mentioned land at any time since our (or their) marriage or since the commencement of a common-law relationship.

-OR-

I am (or my principal is) married to or have a common-law relationship with _____ being the person who executed the within Homestead Act Consent to Disposition and Acknowledgement or executed the Release of Homestead Rights registered in the aforesaid Land Titles Office on _____ as instrument number _____.

-OR-

A judgment for damages was obtained against me by my spouse or common-law partner (or my principal by my principal's spouse or common-law partner) and registered in the aforesaid Land Titles Office on _____ as instrument number _____.

SWORN before me at _____)
 in the Province of Manitoba)
 on _____, 20____)

 A Notary Public in and for the Province of Manitoba)

A Commissioner for Oaths in and for the Province of Manitoba
 My Commission expires: _____

Or other person authorizes to take affidavits under The Manitoba Evidence Act (Specify) _____

[delete non-applicable office]

Initial	Grantor		
	Agent		

SCHEDULE A

SKETCH OR PLAN

Initial	Grantor		
	Agent		

**SCHEDULE B
LAND ACQUISITION PAYMENT OPTION**

SCHEDULE OF PAYMENTS

(elect one by initialling and striking out the other option)

(a) Annual Payment

The Land Acquisition Payment inclusive of the value of the land, shall be paid as the sum of _____ Dollars (\$_____) plus any applicable GST. to be paid on _____, 20____ and a further sum of _____ Dollars (\$_____) plus any applicable GST to be paid on _____ in each and every year thereafter for a period of _____ years

OR

(b) Periodic Payment

The Land Acquisition Payment inclusive of the value of the land, shall be paid as the sum of _____ Dollars (\$_____) plus any applicable GST to be paid on _____, 20_____;

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

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

(iii) and a further sum of _____ Dollars (\$_____) plus any applicable GST to be paid on _____, 20_____;

(iv) and a further sum of _____ Dollars (\$_____) plus any applicable GST to be paid on _____, 20_____;

(v) and a further sum of _____ Dollars (\$_____) plus any applicable GST to be paid on _____, 20_____.

Initial	Grantor		
	Agent		

AFFIDAVIT OF WITNESS

(Lessor, if individual(s))

CANADA) I, _____, of
)
 PROVINCE OF MANITOBA) _____, in the Province of Manitoba,
)
 TO WIT:) make oath and say that:

1. I was personally present and did see _____ the person or persons named in the within (or annexed) instrument sign that instrument at _____, in the Province of Manitoba.
2. I personally know the person or persons whose signature or signatures I witnessed.

OR

The identity of the person or persons whose signature or signatures I witnessed has or have been proven to me to my satisfaction.

3. The person or persons whose signature or signatures I witnessed acknowledged to me that he/she or they:
 - (a) is/are the person or persons named in the within (or annexed) instrument;
 - (b) has/have attained the age of majority; and
 - (c) is/are authorized to execute the within (or annexed) instrument.

SWORN before me at _____)
 in the Province of Manitoba, on)
 _____, 20____)
)
) _____
)
 A Notary Public in and for the Province of)
 Manitoba)

A Commissioner for Oaths in and for the Province of Manitoba
 My Commission expires: _____

Or other person authorizes to take affidavits under The Manitoba Evidence Act (Specify) _____

[delete non-applicable office]

Initial	Grantor		
	Agent		

AFFIDAVIT OF WITNESS

(Lessor, if individual(s))

CANADA) I, _____, of
)
 PROVINCE OF MANITOBA) _____, in the Province of Manitoba,
)
 TO WIT:) make oath and say that:

1. I was personally present and did see _____ the person or persons named in the within (or annexed) instrument sign that instrument at _____, in the Province of Manitoba.
2. I personally know the person or persons whose signature or signatures I witnessed.

OR

The identity of the person or persons whose signature or signatures I witnessed has or have been proven to me to my satisfaction.

3. The person or persons whose signature or signatures I witnessed acknowledged to me that he/she or they:
 - (a) is/are the person or persons named in the within (or annexed) instrument;
 - (b) has/have attained the age of majority; and
 - (c) is/are authorized to execute the within (or annexed) instrument.

SWORN before me at _____)
 in the Province of Manitoba, on)
 _____, 20____)
)
) _____
)
 A Notary Public in and for the Province of)
 Manitoba)

A Commissioner for Oaths in and for the Province of Manitoba
 My Commission expires: _____

Or other person authorizes to take affidavits under The Manitoba Evidence Act (Specify) _____

[delete non-applicable office]

Initial	Grantor		
	Agent		

AFFIDAVIT OF WITNESS
(Lessor, if a corporation)

CANADA) I, _____, of
)
PROVINCE OF MANITOBA) _____, in the Province of Manitoba,
)
TO WIT:) make oath and say that:

- 1. I was personally present and did see _____ the person or persons named in the within (or annexed) instrument sign that instrument at _____, in the Province of Manitoba.
- 2. I personally know the person or persons whose signature or signatures I witnessed.

OR

The identity of the person or persons whose signature or signatures I witnessed has or have been proven to me to my satisfaction.

- 3. The person or persons whose signature or signatures I witnessed acknowledged to me that he/she or they:
 - (a) is/are the person or persons named in the within (or annexed) instrument;
 - (b) has/have attained the age of majority; and
 - (c) is an/are officer(s), director(s), employee(s) of (insert name of Lessor Corporation) _____ and is/are authorized to execute the within (or annexed) instrument.

SWORN before me at _____)
in the Province of Manitoba, on _____)
_____, 20____)
____)
____)
____)
____)
A Notary Public in and for the Province of Manitoba)

A Commissioner for Oaths in and for the Province of Manitoba
My Commission expires: _____

Or other person authorizes to take affidavits under The Manitoba Evidence Act (Specify) _____

[delete non-applicable office]

Initial	Grantor		
	Agent		

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

(Lessor, if a corporation)

I, _____ of _____, in the Province of Manitoba, MAKE OATH AND SAY THAT:

1. I am an officer, director or employee of (insert name of Lessor Corporation) _____ named in the within (or annexed) instrument.
2. I am authorized by (insert name of Lessor Corporation) _____ to execute the within (or annexed) instrument without affixing a corporate seal.

SWORN before me at _____)
 in the Province of Manitoba, on _____)
 _____, 20____)

 A Notary Public in and for the Province of Manitoba)

A Commissioner for Oaths in and for the Province of Manitoba
 My Commission expires: _____

Or other person authorizes to take affidavits under The Manitoba Evidence Act (Specify) _____

[delete non-applicable office]

Initial	Grantor		
	Agent		