

Appendix 8-16

Temporary Workspace Agreement – Cathodic Protection System (Manitoba)

**TEMPORARY WORK SPACE AGREEMENT
Cathodic Protection System
(MANITOBA)**

This temporary work space agreement is dated _____, 20____

BETWEEN:

("Owner")

- and -

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

("Company")

RECITALS:

A. The Owner 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 Company has acquired an easement ("**Easement**") from the Owner in, through, across and over the Lands for the purpose, *inter alia*, of constructing a cathodic protection system ("**Cathodic Protection System**") all as more particularly described in a Grant of Easement ("**Grant**") between the Owner and the Company;

C. The Company intends to enter the Easement to carry out work with respect to the Cathodic Protection System.

D. The Company wishes to acquire the right from the Owner to use a portion of the Lands for work space ("**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 are hereby acknowledged by the Owner, and of the mutual agreements 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 and invitees the right, licence, privilege and liberty to clear, enter and use the Work Space with vehicles, materials, machinery and equipment from commencement of construction of the Cathodic Protection System until two (2) years following completion of construction of the Cathodic Protection System 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 Easement and Work Space.

Initial	Grantor		
	Agent		

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 Lands.
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 and provided the Company has restored the Work Space as required hereunder, if applicable, 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 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.
6. Unless changed by notice, the addresses of the parties shall be:

Owner: Attention: Fax No.:	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
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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, warranties, agreements, terms or conditions affecting this agreement other than as contained herein.

[Remainder of page intentionally left blank]

Initial	Grantor		
	Agent		

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

The parties are executing this agreement with effect on the date stated on page one of this agreement.

SIGNED AND DELIVERED
by the Owner in the presence of

OWNER: (if individual(s))

Witness
Print Name: _____

Name:

Witness
Print Name: _____

Name:

Witness
Print Name: _____

Name:

OR

OWNER: (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

For internal use only:

Legal 26Apr2013			
SF			
NS	Law	Business	Risk

SCHEDULE A

[INDIVIDUAL OWNERSHIP SKETCH OF TEMPORARY WORK SPACE]

Initial	Grantor		
	Agent		

**AFFIDAVIT OF WITNESS
(Owner, 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
(Owner, 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 Owner Corporation) _____ and is/are authorized to execute the within (or annexed) instrument for and on behalf of the Corporation.

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

(Owner, 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 Owner Corporation) _____ named in the within (or annexed) instrument.
2. I am authorized by (insert name of Owner 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		