

ENBRIDGE PIPELINES INC.
AGREEMENT FOR TEMPORARY WORKING SPACE

Re: (the "Land")
Owner(s):
Address:
Phone:

WHEREAS Enbridge Pipelines Inc., currently has existing pipelines installed on the Land;

AND WHEREAS Enbridge Pipelines Inc. proposes to install above ground facilities and installations that are appurtenant, affixed or incidental to the operation of the existing pipelines including but not restricted to valve sites, cathodic protection installation sites, corrosion monitor installation sites, inhibitor injection sites, buildings and other structures, communication towers, communication equipment, protective fencing or other barriers to restrict access to above ground facilities and installations, access roads, general surfacing with gravel, aggregate or other material and culverts (the "Above Ground Facilities") on a portion of the Lands as shown on the attached property sketch ("Temporary Working Space");

AND WHEREAS the undersigned registered owner ("Owner") of the Land is willing to grant to Enbridge Pipelines Inc. the use of the Temporary Working Space for and in consideration of the covenants and payments hereinafter set out;

NOW, THEREFORE, the parties hereto agree as follows:

1. The sum of _____/100 Dollars (\$_____), which sum shall be inclusive of Goods & Service Tax of _____/100 Dollars (\$_____), shall be paid to the Owner before installation of the above ground facilities and installations is commenced on the Land. In the event that this payment has not been made on or before ninety (90) days from the date of execution of this agreement by the Owner, then this Agreement shall terminate and be at an end for all purposes.
2. The Owner hereby grants to Enbridge Pipelines Inc. the right, license, liberty and privilege to use the Temporary Working Space for a period of two years following commencement of installation of the above ground facilities and installations on the Land for the installation of the Above Ground Facilities and for providing working space to Enbridge Pipelines Inc., its employees, agents, contractors, and subcontractors for all such passage of people, vehicles, supplies and equipment, installation, alteration, removal, replacement, operation, maintenance, inspection (including aerial), reconstruction, and/or repairing of the Above Ground Facilities and snow removal and snow storage, hot taps, installation of new stopple fittings, pipe cut outs, actuator installations, and stockpiling of spoil, materials, and equipment as are necessary for the installation of above ground facilities and installations.
3. The Owner hereby agrees to grant Enbridge Pipelines Inc., at Enbridge Pipelines Inc. discretion, a permanent disposition in relation to all, or a portion, of the Temporary Working Space that will allow for the continued presence of any existing Above Ground Facilities and all future Above Ground Facilities that Enbridge Pipelines Inc. may propose to construct within the area of the said permanent disposition and agrees to execute such further and other documentation required in relation to the said permanent disposition (the "Documentation"). The permanent disposition shall be for a term that will be entirely at the discretion of Enbridge Pipelines Inc., subject to applicable federal or provincial legislation. The Documentation will be presented to the Owner for execution within two years of execution of this Agreement. The Owner agrees that the compensation to be paid for the permanent disposition shall be the per acre fair market value for agricultural lands in the area of the Lands. If a dispute arises as to the determination of fair market value, the parties agree that the Owner shall execute the Documentation and the issue as to compensation shall be referred to arbitration.
4. Enbridge Pipelines Inc. shall, once it no longer requires the use of the Temporary Working Space and the rights hereby granted, repair any underground services or fences damaged or destroyed by the above ground facilities and installations, dispose of all debris resulting from its operations, and restore the Temporary Working Space in accordance with all applicable laws and regulations, except for any lands that will be acquired by a permanent disposition referenced in Clause 3.
5. The Owner, in consideration of this agreement, covenants and represents that he/she will promptly provide written notice to any occupant, tenant, lessee, or purchaser of the Lands of this Agreement, and simultaneously forward a copy of such notice to Enbridge Pipelines Inc. at the address for notices set out in Clause 6. Further, the Owner shall make it a condition of any sale or other disposition of the Lands or a portion thereof that the purchaser shall be bound by the terms of this Agreement.
6. This Agreement, including all covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Owner and Enbridge Pipelines Inc. In the event the Owner transfers his/her ownership in the Land, the Owner agrees to provide fifteen (15) days prior notice of said transfer to Enbridge Pipelines Inc. Such notice shall include the name of the Owner, the legal description of the Land, the name of the transferee, and the effective date of the transfer. If made in writing, the notice shall be mailed to Enbridge Pipelines Inc., Attention: Manager of Lands and ROW, PO Box 398, Edmonton AB T5J 2J9, and shall be deemed to have been given to and received by Enbridge Pipelines Inc. seven (7) days after the mailing thereof. Alternatively, the Owner may effect such notice by leaving a detailed message at (780) 420-5164.
7. Enbridge Pipelines Inc. agrees to compensate the Owner for all damages resulting from the use of the Temporary Working Space by Enbridge Pipelines Inc., its employees, agents, contractors, and subcontractors.
8. Enbridge Pipelines Inc. shall indemnify and save harmless the Owner from any and all liabilities, damages, claims, suits or actions arising out of the use of the Temporary Working Space by Enbridge Pipelines Inc., its employees, agents, contractors, and subcontractors, other than liabilities, damages, claims, suits and actions resulting from the gross negligence or willful misconduct of the Owner.

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the ____ day of _____, 201____.

Witness:

Owner:

Witness:

Owner:

Witness:

Occupant:
ENBRIDGE PIPELINES INC.

Per:

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

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

1. **THAT** I was personally present and did see _____ named in the within Instrument who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. **THAT** the same was executed at the _____ of _____, in the Province of _____, and that I am the subscribing witness thereto.
3. **THAT** I know the said _____ named and he (she) (each) is in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the _____)
of _____, in the)
Province of _____, this____ day of)
_____, 201____.)
)
)
)
_____)
)
)

CONSENT BY OCCUPANT(S)/PURCHASER(S) OR OTHER INTERESTED PARTIES

I (We), _____ of _____ in the Province of _____ having an interest in the within Lands by virtue of an Agreement or Instrument dated the _____day of _____; **DO HEREBY AGREE**, that all my (our) rights, interests and estate which are, or may be, affected by the within instrument shall be fully bound by the terms and conditions thereof both now and henceforth.

DATED at the _____ of _____, in the Province of _____, this ____ day of _____, 201_____.

Witness:

Name:

Witness:

Name:

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

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

1. **THAT** I was personally present and did see _____ named in the within Instrument who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. **THAT** the same was executed at the _____ of _____, in the Province of _____, and that I am the subscribing witness thereto.
3. **THAT** I know the said _____ named and he (she) (each) is in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the _____)
of _____, in the)
Province of _____, this____ day of)
_____, 201____.)
)
)
)
_____)
)
)

The Homesteads Act, 1989 (Form 'D')

AFFIDAVIT

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

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

1. I am the grantor named in the within attached disposition.

2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our spousal relationship.

– or –

2. I have no spouse.

– or –

2. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.

– or –

2. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.

SWORN BEFORE ME at)
at _____,)
in the Province of Saskatchewan,)
this ____ day of _____, 201____.)
)
)
)
_____)

The Homesteads Act, 1989 (Form 'D')

AFFIDAVIT

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

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

3. I am the grantor named in the within attached disposition.

4. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our spousal relationship.

– or –

3. I have no spouse.

– or –

3. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.

– or –

3. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.

SWORN BEFORE ME at)
at _____,)
in the Province of Saskatchewan,)
this ____ day of _____, 201____.)
)
)
)
_____)

The Homesteads Act, 1989 (Form 'A')

CONSENT OF NON-OWNING SPOUSE

CANADA
PROVINCE OF SASKATCHEWAN

I, _____, non-owning spouse of _____, consent to the above/attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above/attached disposition in favour of **ENBRIDGE PIPELINES INC.**, to the extent necessary to give effect to this disposition.

Signature of Non-owning Spouse

The Homesteads Act, 1989 (Form 'B')

CERTIFICATE OF ACKNOWLEDGMENT

I, _____, _____ (*indicate capacity*), certify that I have examined _____, non-owning spouse of _____, the owning spouse, in the above/attached disposition, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
- (b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the above/ attached disposition and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED at _____, in the Province of Saskatchewan, this ____ day of _____, 201____.

A NOTARY PUBLIC in and for the Province of Saskatchewan. My appointment expires the _____ day of _____, 20____; or a Practising Solicitor in _____.

AFFIDAVIT OF EXECUTION

CANADA) I, _____, of the _____
PROVINCE OF SASKATCHEWAN) of _____, in the Province of
TO WIT:) _____, MAKE OATH AND SAY:

1. THAT I was personally present and did see _____ named in the
within Instrument who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for
the purpose named therein.
2. THAT the same was executed at the _____ of _____, in the Province of
_____, and that I am the subscribing witness thereto.
3. THAT I know the said _____ named and he
(she) (each) is in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the _____)
of _____, in the)
Province of _____, this _____ day of)
_____, 201____.) _____
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