



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0027 046 036 5;4;28;9;NW 251 092 000 +3

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 4 TOWNSHIP 28
SECTION 9
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES	MORE OR LESS
ROAD	1060Q	1.70	4.20	
SUBDIVISION	9511999	11.22	27.7	
SUBDIVISION	9710834	10.817	26.73	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 981 011 618

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
251 092 000	03/04/2025	TRANSMISSION OF LAND		

OWNERS

ALLAN MINCHAU
OF PO BOX 52
SPRING COULEE
ALBERTA T0K 2C0
EXECUTOR FOR DORIS E MCDOUGALL

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
5623GM	27/11/1952	UTILITY RIGHT OF WAY GRANTEE - ALTALINK MANAGEMENT LTD. (CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

251 092 000 +3

NUMBER	DATE (D/M/Y)	PARTICULARS
		2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 AS TO PORTION OR PLAN:571 "0.99 OF AN ACRE., SUBJECT TO TRANSMISSION LINE RIGHT OF WAY" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 021185503) (DATA UPDATED BY: CHANGE OF ADDRESS 091125983)
6316HV .	12/02/1960	UTILITY RIGHT OF WAY GRANTEE - NGTL GP LTD. AS TO PORTION OR PLAN:1057ID "BY 6495IC., SUBJECT TO 5.97 ACRES" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 241230971)
475KS .	03/03/1970	CAVEAT RE : EASEMENT , ETC. CAVEATOR - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
811 222 448	30/11/1981	UTILITY RIGHT OF WAY GRANTEE - NGTL GP LTD. PO BOX 1000, STATION M 450 1 STREET SW CALGARY ALBERTA T2P5H1 GRANTEE - FOOTHILLS PIPE LINES (ALTA). LTD. AFFECTED LAND: 5;4;28;9;NW AS TO PORTION OR PLAN:7910837 "TAKES PRIORITY OF CAVEAT 801053452 REG'D 11 04 1980" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 961013509) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 241177741)
841 096 198	05/06/1984	CAVEAT RE : SEE CAVEAT CAVEATOR - FOOTHILLS PIPE LINES (ALTA). LTD. 801 7 AVENUE S.W., CALGARY ALBERTA T2P3P7 AGENT - JOSEPHINE HOMULOS
881 049 174	29/03/1988	CAVEAT RE : SEE CAVEAT CAVEATOR - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

REGISTRATION

251 092 000 +3

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY

ALBERTA T2A7W7

(DATA UPDATED BY: TRANSFER OF CAVEAT
021178376)

(DATA UPDATED BY: CHANGE OF ADDRESS 081460850)

941 095 085 19/04/1994 CAVEAT

RE : AMENDING AGREEMENT

CAVEATOR - NGTL GP LTD.

PO BOX 1000, STATION M

450 1 STREET SW

CALGARY

ALBERTA T2P5H1

(DATA UPDATED BY: TRANSFER OF CAVEAT
241209563)

981 376 764 01/12/1998 UTILITY RIGHT OF WAY

GRANTEE - NGTL GP LTD.

AS TO PORTION OR PLAN: 9512345

TAKES PRIORITY OF CAVEAT 941088323

REGISTERED ON 13TH APRIL, 1994

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 241262849)

091 240 022 17/08/2009 UTILITY RIGHT OF WAY

GRANTEE - TAYLOR PROCESSING INC.

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2026 AT 12:01 P.M.

ORDER NUMBER: 58184245

CUSTOMER FILE NUMBER: CLHBID



END OF CERTIFICATE

(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

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**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

5623GM .

ORDER NUMBER: 58463422

ADVISORY

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MEMORANDUM OF ENCUMBRANCES

2-1

5623 G.M.

Document No.
Reference Certificate No.
DATED A.D. 19

JOHN FRANCIS DOLEN

7-19
-NOV 28 1952

Calgary Power Ltd.

Instrument

626192

I certify that the within instrument is duly registered in the Land Titles Office for the ~~Alberta~~ Alberta Land Registration District at

Calgary

in the Province of Alberta, at 3²³ o'clock P. M. on the 27 day of Nov. A.D. 19 52 Number 5623 Book C. 4, Folio 148

W. R. Wolley-Dod
Registrar, L.R.D.

NOLAN, CHAMBERS, MIGHT,
SAUCIER & PEACOCK

BARRISTERS AND SOLICITORS

CALGARY ALBERTA

File No. 23589-AMH AMH:DB

AFFIDAVITS OF EXECUTION

CANADA
PROVINCE OF ALBERTA

I, *William J. Gold*
of the *city* of *Calgary*
in the Province of Alberta, *Engineer*
(Occupation)

TO WIT: make oath and say:

1. THAT I was personally present and did see JOHN FRANCIS DOLEN named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the *Cochrane* of *Cochrane* in the Province of Alberta and that I am the subscribing witness thereto.
3. THAT I know the said JOHN FRANCIS DOLEN and he is in my belief of the full age of twenty-one years.

SWORN before me at the *city* of *Calgary* in the Province of Alberta, this *29th* day of *September* A.D. 1952.

H. J. Cardwell
A Commissioner for Oaths

CANADA
PROVINCE OF ALBERTA

I, *Gordon C. Meadows*
of the City of Calgary, in the Province of Alberta, *Black*
(Occupation) make oath and say:

TO WIT:

1. THAT I was personally present and did see H. B. LeBOURVEAU and W. R. WOLLEY-DOD duly sign and execute the within instrument on behalf of Calgary Power Ltd., the Grantee, for the purposes named therein both of whom are known to me to be duly authorized to execute the same as aforesaid.
2. THAT the same was executed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.

SWORN before me at the City of Calgary, in the Province of Alberta, this *29th* day of *September* A.D. 19 52.

H. J. Cardwell
A Commissioner for Oaths
G. C. Meadows
September 31, 1952

IN WITNESS WHEREOF the said Grantor,

JOHN FRANCIS DOLEN

has hereunto set

his hand and seal and Calgary Power Ltd., the Grantee, has caused these presents to be executed by its proper officers duly authorized in that behalf.

SIGNED, SEALED and DELIVERED,

this 23rd day of September

A.D. 1952, by the above-named

JOHN FRANCIS DOLEN

in the presence of:

and by H. B. LeBOUVÉAU

and W. R. WOLLEY-DOD on behalf

of Calgary Power Ltd., (by virtue of a power of attorney of record in the Land Titles Office, enabling them in that behalf).

in the presence of:

CALGARY POWER LTD.

Per: H. B. LeBouveau

Per: W. R. Wolley-Dod

DOWER

CONSENT OF SPOUSE

I, Albena Dolen being married to

the within named John F. Dolen do hereby give my consent to the disposition of our homestead, made in the annexed instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by The Dower Act, 1948, to the extent necessary to give effect to the said disposition.

Albena Dolen

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by Albena Dolen

apart from her husband/his wife.

2. Albena Dolen acknowledged to me that she/he

- (a) Is aware of the nature of the agreement;
- (b) Is aware that The Dower Act, 1948, 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 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, 1948, to the extent necessary to give effect to the said agreement;
- (d) Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at Cochrane in the Province of Alberta

this 14th day of August A.D. 1952

A Commissioner for Oaths

AFFIDAVIT

I, _____ of _____

in the Province of _____ make oath and say:

(Occupation)

- 1. THAT I am the _____ named in the annexed instrument.
- 2. THAT I am not married.
- 2. THAT 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 _____

this _____ day of _____

A.D. 19_____

A Commissioner for Oaths

"THE LAND TITLES ACT"

Easement for Right of Way to Calgary Power Ltd.

I, **JOHN FRANCIS DOLEN** of the
of **Bottrel** in the Province of Alberta, Farmer,
hereinafter called "the Grantor" being registered owner of an estate in fee simple, subject, however, to
such encumbrances, liens and interests as are notified by memorandum underwritten in all the certain
tract of land situate in the Province of Alberta, being composed of:

The North West Quarter of Section Nine (9) in Township Twenty-eight (28), Range
Four (4), West of the Fifth Meridian, in the Province of Alberta,
acres more or less;

Excepting thereout Four and Twenty Hundredths (4.20) acres more or less for a
roadway as shown on a plan filed in the Land Titles Office for the South Alberta
Land Registration District as 1060 Q.
The land herein comprised containing One Hundred and Fifty-five and Eighty Hun-
dredths (155.80) acres more or less;

Reserving unto The Canadian Pacific Railway Company all coal and petroleum;

DO HEREBY in consideration of the sum of Sixty Four (\$60.00) DOLLARS

paid to me or others interested in the said lands by encumbrances or otherwise, the receipt where-
of is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mention-
ed to be kept and performed by CALGARY POWER LTD., a corporation having its Head Office at
the City of Calgary, in the Province of Alberta, aforesaid, hereinafter called "the Grantee", do hereby
grant and transfer unto and to the Grantee, the right, license, liberty, privilege and easement of a right
of way Fifty (50) feet in width for its electrical pole transmission lines across the said lands as
shown on a plan of the said right-of-way of record in the office of the Registrar for the South
Alberta Land Registration District as registered Plan No. R.W. 571 on the following terms and
conditions, which are hereby mutually covenanted and agreed to by and between the Grantor and the
Grantee:

FIRST: The said right, license, liberty, privilege and easement shall be for so long a period as
the Grantee, its successors and assigns, desires and continues to maintain and operate its electrical
pole transmission lines across the said lands from Ghost in the
Province of Alberta, to Edmonton or elsewhere, in the said Province.

SECOND: The Grantee is to have the immediate and continual right to enter upon the said
right-of-way and to construct, erect and maintain thereon, during the period of this easement:

- (a) On a cultivated area of the said lands as they at present exist
~~poles and one structures of two poles each and guy-wires from and on~~
~~of the said poles and/or structures, and~~
on an uncultivated area of the said lands as they at present exist
(b) ~~On an uncultivated area of the said lands as they at present exist~~
~~present exist one structure of two poles~~
~~poles and structures of two poles each and guy-wires from and on~~
~~of the said poles and/or structures, and~~

- (c) Its transmission wires on said poles and structures over and
above the said right-of-way,

all forming a part of its said electrical pole transmission lines.

It being further understood and agreed by and between the Parties hereto that if, as and when the said uncultivated area on which the said poles or structures are erected becomes cultivated the Grantee is to pay to the Grantor, an additional sum of ~~ten~~ ^(40.00) DOLLARS, for each pole or ~~structure~~ that may be on the said newly cultivated area.

THIRD: The Grantee, its tenants, servants, workmen, employees and licensees, with or without horses, cattle and other animals, carts, carriages, automobiles, trucks and other vehicles of whatever description, shall have the full and free right and liberty to enter upon, use and occupy and to pass and re-pass upon the said right-of-way as aforesaid for purposes connected with the erection of its said electrical pole transmission lines and the installation, maintenance and patrol thereof.

FOURTH: The Grantee, its tenants, servants, workmen, employees and licensees shall have and enjoy the right to unload and store material on the said right-of-way for the erection, installation and maintenance of the said electrical pole transmission lines and to roll and unroll wire thereon and to do all such other acts and things as may be necessary or requisite for the purpose of properly erecting, installing, maintaining and patrolling the said electrical pole transmission lines.

FIFTH: The Grantee without paying any additional remuneration therefor may remove any of the said poles or structures and substitute in their stead other poles or structures.

SIXTH: The Grantee will at all times hereafter indemnify and keep the Grantor indemnified against all actions, claims and demands that may be lawfully brought or made against the Grantor by reason of anything done by the Grantee, its tenants, servants, workmen, employees or licensees, in the exercise or purported exercise of the rights, licenses, liberties, privileges and easement hereby granted.

SEVENTH: The Grantee will erect, install and construct the said electrical pole transmission lines in a proper and workmanlike manner and so as to do as little injury as possible to the said right-of-way and will keep the said poles and its other works which shall be erected or installed or constructed on the said right-of-way in connection with its said transmission lines in good repair and will at the termination of this easement remove from the said right-of-way, its said electrical pole transmission lines, including all poles, structures, guys, wires and any other thing forming a part of the said lands and will fill up all holes caused by such removal and leave the said right-of-way in good condition.

EIGHTH: The Grantee will compensate the Grantor for damage done to any crops, buildings, fences, timber and livestock which may be growing, erected, installed or running upon the said right-of-way and which may be injured or damaged by reason of the construction, installation and maintenance of the said electrical pole transmission lines.

NINTH: The Grantee may provide gates and shall furnish each of the same with a good and sufficient lock, in each and every fence now or hereafter erected or constructed across the said right-of-way, such gates to be of sufficient width to admit the passage of any ordinary vehicle.

TENTH: The Grantee is not to fence the said right-of-way or any part or portion thereof and the Grantor is to be allowed free access and use of the lands covered by the said right-of-way except only insofar as it may be necessary for the Grantee to use the same for the purpose of erecting, installing, maintaining and patrolling its said electrical pole transmission lines.

ELEVENTH: The Grantor covenants with the Grantee that upon the Grantee, its successors and assigns, performing and observing the covenants and conditions on its part to be performed and observed, the Grantee, its successors and assigns, shall peaceably hold and enjoy the rights, licenses, liberties, privileges and easement hereby granted during the period as aforesaid without any hindrance, molestation or interruption on the part of the Grantor or any person or corporation claiming by, through, under or in trust for him.

TWELFTH: This agreement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land.

Sept 23, 1952.

CALGARY POWER LTD. is hereby authorized to insert in the attached Easement the Right-of-way Plan number as soon as the Survey has been completed and the Plan registered.

John F. Dolen
JOHN FRANCIS DOLEN

IT IS UNDERSTOOD AND AGREED by and between the Parties hereto that this indenture and all the covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of, the executors, administrators, successors and assigns of the parties hereto respectively; and wherever the singular or masculine is used throughout this indenture, the same shall be construed as meaning the plural or feminine or a body corporate where the context or the Parties hereto so require.

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

6316HV .

ORDER NUMBER: 58463545

ADVISORY

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C316 H.V.

Dated day of 19

JOHN FRANCIS DALEN

(Grantor)

THE ALBERTA GAS TRUNK LINE
COMPANY LIMITED

(Grantee)

626 L. 1922

Grant of Easement

REGN. FEE	5-
EXTRA REG. CHRG.	
ABSTRACT	3-
GEN. CERT.	2-
CERT. OF CHG.	
ASSCE. FUND	
New Value	
Old Value	
INC. TAX	
TOTAL FEES	10 02
CLERK	DR 88
CHARGE TO	Spittal & Co.

I certify that the within instrument

is duly Registered and Registered in the Land

Titles Office for the South Alberta Land

Registration District at Calgary, in the

Province of Alberta, at 10.16

of 12

day of 1922

as number 6316 Book HV

Filed 174

Register R.A.L.P.D.

R.D. SPITTAL & ASSOCIATES LTD.
330 Ninth Avenue, South West
CALGARY ALBERTA

CONSENT OF SPOUSE

I, ALBENA DOLEN, being married to the above named JOHN FRANCIS DOLEN (the Grantor) 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 said property given to me by the Dower Act to the extent necessary to give effect to the said disposition.

Albena Dolen
Spouse of Grantor,

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

- This document was acknowledged before me by Albena Dolen apart from her husband (or his wife).
- Albena Dolen acknowledged to me that she (or he),
 - is aware of the nature of the disposition,
 - is aware that the Dower Act gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent,
 - consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by the Dower Act to the extent necessary to give effect to the said disposition,
 - is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at Calgary, in the Province of Alberta, this 22 day of January, A.D. 1944.

Norman T. McNelly
A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT

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

- That I am the Grantor named in the within instrument.
- That I am not married.

OR

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

SWORN before me at the _____ of _____, in the Province of Alberta, this _____ day of _____, A.D. 19____

A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

CANADA } I, Norman T. McNelly, of the City
PROVINCE OF ALBERTA } of Calgary in the Province of Alberta,
TO WIT: } Albena Dolen, make oath and say:

- That I was personally present and did see John Francis Dolen named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at the Town of Calgary in the Province of Alberta, and that I am the subscribing witness thereto.
- That I know the said John Francis Dolen and he is in my belief of the full age of twenty-one years.

SWORN before me at the City of Calgary, in the Province of Alberta, this 22 day of January, A.D. 1944.

2. Barker
A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

CANADA } I, _____, of the _____
PROVINCE OF ALBERTA } of _____ in the Province of Alberta,
TO WIT: } _____, make oath and say:

- That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at the _____ of _____ in the Province of Alberta, and that I am the subscribing witness thereto.
- That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at the _____ of _____, in the Province of Alberta, this _____ day of _____, A.D. 19____

A Commissioner for Oaths in and for the Province of Alberta

Grant of Easement

I, (We), JOHN FRANCIS DOLEN

of BOTTREL

in the Province of Alberta, Farmer hereunder called "the Grantor,"
being registered as owner of an estate in fee simple, subject, however, to such encumbrances, liens and
interests as are notified by memorandum underwritten, in all that certain tract of land situate in the Province
of Alberta and being composed of:—

W/2 of Section 9, Township 28, Range 4, W5th Meridian,
in the Province of Alberta,
as described and contained in Certificate of Title No. 62-L-192

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

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in lawful money of Canada or its equivalent (receipt
of which sum the Grantor hereby acknowledges) paid or caused to be paid to the Grantor by

THE ALBERTA GAS TRUNK LINE COMPANY LIMITED,
a body corporate with Head Office at the City of Calgary,
in the Province of Alberta, (hereinafter referred to as
the "Grantee").

and the Grantee hereby covenanting to perform and observe all of the terms and conditions hereinafter men-
tioned on the part of the Grantee to be performed and observed,

DO HEREBY GRANT, TRANSFER and CONVEY unto and to the Grantee, for itself, its servants, agents and
contractors, the right, license, liberty, privilege and easement to use so much of the said lands as may be nec-
essary for a right-of-way for the laying down, construction, operation, maintenance, inspection, removal,
replacement, reconstruction and repair of a pipeline or lines, together with all such stations, drips, valves, fit-
tings, meters and other equipment and appurtenances as may be necessary or convenient in connection there-
with, for the carriage, conveyance, transportation and handling of petroleum or petroleum products, water and/or
gas through or by means of the same, and the right of ingress and egress for all purposes incidental to this
grant as and from the date hereof and for so long hereafter as the Grantee may desire to exercise the rights
and privileges hereby given, on the following terms and conditions:

FIRST: Subject to Paragraph Tenth hereof, the Grantee shall, within One (1) year from the date hereof,
cause to be registered in the Land Titles Office for the Land Registration District in which the said lands are
situated, a plan of survey showing the location of the said right-of-way, the width thereof and the area of the
portion of the said lands therein embraced, and shall, within Sixty (60) days after the registration of such plan
of survey, by registrable instrument grant and release to the registered owner or owners for the time being
of the said lands, all of the rights, license, liberty, privileges and easement herein and hereby granted to the
Grantee SAVE and EXCEPTING insofar only as such rights, license, liberty, privileges and easement relate
or pertain to the portion of the said lands embraced in the said right-of-way as delineated on the said plan of
survey; AND FURTHER within the said period of Sixty (60) days shall pay or cause to be paid by cheque
or draft of the Grantee, or of the Grantee's agent, in lawful money of Canada or its equivalent, to the Grantor
(and/or others now interested in the said lands whether as purchasers, mortgagees, encumbrancees or other-
wise, as their respective interests at the date hereof appear), by way of further monetary consideration, a
sum calculated at the rate of -----

-----FIFTY and 00/100-----Dollars (\$ 50.00) per acre
of the portion of the said lands comprised in the said right-of-way.

SECOND: The Grantor shall not without the prior written consent of the Grantee, excavate, drill, install,
erect or permit to be excavated, drilled, installed or erected on or under the said right-of-way any pit, well,
foundation, pavement, or other structure or installation, but otherwise the Grantor shall have the right fully to
use and enjoy the said right-of-way except as the same may be necessary for the purposes herein granted to
the Grantee.

THIRD: The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing the said right-of-way of timber.

FOURTH: The Grantee shall compensate the Grantor and/or other interested parties, as their respective interests for the time being may appear, for damage done to any crops, pasture, fences or livestock on the said lands by reason of the exercise of the rights hereinbefore granted, and the Grantee will not at any time fence the said right-of-way, except as is hereinafter provided.

FIFTH: If the amount of compensation for damages, or any sum to be paid under Paragraph Eleventh hereof, or the apportionment of either such amount or sum as between the Grantor and other interested parties, if any, cannot be agreed upon by the Grantor and Grantee, the matter in issue shall be submitted to, and determined by, three (3) disinterested arbitrators; one to be appointed by the Grantor, one by the Grantee, and the third by the two arbitrators so appointed, 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 Act of the Province of Alberta shall apply to each such submission.

SIXTH: The Grantee shall, as soon as weather and soil conditions permit, bury and maintain all pipelines so as not to interfere with the drainage or ordinary cultivation of the said lands.

SEVENTH: Upon the abandonment of the said right-of-way and release of all of the rights hereby granted, the Grantee shall and will restore the surface of the said lands to the same condition, so far as may be practicable so to do, as the same were in prior to the entry thereon and the use thereof by the Grantee.

EIGHTH: The person securing this right-of-way for the Grantee has no authority to make any agreement, covenant or promise on its behalf not herein specifically shown and this instrument is delivered and accepted upon the distinct understanding that the considerations hereinbefore stated comprise and represent collectively the sole consideration and inducement for the execution hereof.

NINTH: The Grantee, performing and observing the terms and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, license, liberty, privileges and easement hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through or under the Grantor.

TENTH: It is further agreed that if there be any caveat, mortgage, lien, lease or other encumbrance of whatsoever nature registered against the title to the said lands prior to the registration of these presents, and the Grantee be unable to procure a good and registrable postponement thereof in favour of this Easement, or that if the title to the said lands be not approved by the Grantee's solicitors, then, and in either such event, the Grantee may at its election, on notice in writing to the Grantor, terminate this Easement and the same thereafter shall be of no further effect and the Grantee shall stand relieved of any obligation, accruing or accrued, on the part of the Grantee under Paragraph First hereof stipulated to be performed; also, and in any event, that if the further monetary consideration in Paragraph First hereof mentioned be not paid by the Grantee within One (1) year from the date hereof, then this Easement, at the election of either party upon notice in writing to that effect given to the other, shall cease and determine and neither party thereafter shall be under any further obligation to the other in respect hereof. ALWAYS PROVIDED, however, that upon the termination of this Easement by whatsoever means or for whatsoever cause, the Grantee, if these presents shall then have been registered, shall forthwith procure, or endeavour to procure, such registration to be cancelled; and FURTHER that nothing herein contained shall be construed as relieving the Grantee from any obligation, down to the date of such termination accrued, to pay compensation for damages as hereinbefore provided.

ELEVENTH: If at any time the Grantee shall require any of the said right-of-way for the purposes of a valve or junction box or for any similar or other appurtenance necessary to its pipe line and requiring to be constructed or erected at or above surface level, it shall have the right upon furnishing to the Grantor a plan of the location thereof and on paying to the Grantor and/or other interested parties as their respective interests for the time being may appear, a sum calculated at the rate of ten cents (10c) per square foot of the area embraced in such location (which area shall not exceed 2,000 square feet) to fence and use such location for any such purposes, anything hereinbefore contained or implied to the contrary notwithstanding.

TWELFTH: All notices to be given hereunder may be given by registered letter addressed to the Grantee at 2nd Floor - Alberta Wheat Pool Bldg., - 505 - 2nd Street, S.W., Calgary, Alberta.

and to the Grantor at Box 342 Cochrane, Alberta or such other address, in either case, as the Grantor or the Grantee respectively may from time to time appoint in writing, and any such notice shall be deemed to be given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid.

THIRTEENTH: This Easement may be assigned in whole or in part as to all or any portion of the rights, license, liberty, privileges and easement hereby granted, transferred and conveyed.

FOURTEENTH: This Easement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and these presents, including all the terms 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 Grantor and the Grantee respectively.

FIFTEENTH: Words herein importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed and delivered these presents this

22 day of JANUARY, A.D. 1960.

SIGNED, SEALED and DELIVERED
by the Grantor in the Presence of:

Norman T. McNally
(Witness)

(Witness)

MEMORANDUM OF ENCUMBRANCES:

THE ALBERTA GAS TRUNK LINE COMPANY
LIMITED

Per: John Francis Golen

Per: 24/2/60
MGR. R.O.W. DEPT.

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

811222448

ORDER NUMBER: 58463422

ADVISORY

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AFFIDAVIT

Mary Rose Albina Dolen Executrix of the Will of John Francis Dolen (otherwise known as John F. Dolen and John Dolen) (Deceased) of Cochrane

in the Province of Alberta, Widow, make oath and say:

- That I am the Grantor named in the within instrument.
- That I am not married.

(9/10/80)

OR

Subscribed myself or my spouse have resided on the within land at any time since our marriage:

SWORN before me at the TOWN of COCHRANE in the Province of Alberta, this 11th day of MARCH, A.D. 1980

Mary Rose Albina Dolen
MARY ROSE ALBINA DOLEN OF COCHRANE IN THE PROVINCE OF ALBERTA (WIDOW) EXECUTRIX OF THE WILL OF JOHN FRANCIS DOLEN (OTHERWISE KNOWN AS JOHN F. DOLEN AND JOHN DOLEN) (DECEASED)

A Commissioner for Oaths in and for the Province of Alberta

FRASER W. McEWEN
AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

TO WIT:

FRASER W. McEWEN of the City of Calgary in the Province of Alberta, Landman

make oath and say:

- That I was personally present and did see (Widow) Executrix of the Will of John Francis Dolen (otherwise known as John F. Dolen and John Dolen) (Deceased)
- That the same was executed at the TOWN of COCHRANE in the Province of Alberta and that I am the subscribing witness hereon.
- That I know the said of the Will of John Francis Dolen (otherwise known as John F. Dolen and John Dolen) (Deceased)

SWORN before me at the CITY of CALGARY in the Province of Alberta, this 11th day of MARCH, A.D. 1980

Fraser W. McEwen

A Commissioner for Oaths in and for the Province of Alberta

Carden Fraser Weir

222448

81-1

day

Dated

MARY ROSE ALBINA DOLEN OF COCHRANE IN THE PROVINCE OF ALBERTA (WIDOW) EXECUTRIX OF THE WILL OF JOHN FRANCIS DOLEN (OTHERWISE KNOWN AS JOHN F. DOLEN AND JOHN DOLEN) (DECEASED) and (Grantor)

FOOTHILLS PIPE LINES (ALTA.) LTD.

(Company)

See 152

Grant of Right-Of-Way

I certify that the within instrument is duly entered and is indexed in the Land Titles Office for the Foothills Pipe Line Registration System at Calgary.

Register
S.A.L.R.H.

FOOTHILLS PIPE LINES (ALTA.) LTD.

1-2

"The Land Titles Act"

WITHDRAWAL OF CAVEAT

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE that FOOTHILLS PIPE LINES (ALTA.) LTD. of the City of Calgary, in the Province of Alberta,

HEREBY WITHDRAWS the Caveat registered in the Land Titles Office for the South Alberta Land Registration District as:

No. 801053452 against the following lands, namely:

The West Half of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian as contained and described in Certificate of Title No. 801042507

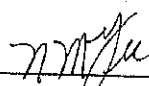
Excepting Thereout All Mines and Minerals

DATED at the City of Calgary, in the Province of Alberta, this
24th day of November A.D. 19 81.

FOOTHILLS PIPE LINES (ALTA.) LTD.



Land Manager



Supervisor Land Administration

7-28-4-8

FOOTHILLS PIPE LINES (ALTA.) LTD.

Tract No. 99,100

Area NW $\frac{1}{4}$ - 1.58 ha

SW $\frac{1}{4}$ - 1.63 ha

Grant Of Right-Of-Way

PROVINCE OF ALBERTA

LATE MARY ROSIE ALBINA DOLEN OF COCHRANE IN THE NW
PROVINCE OF ALBERTA (WIDOW) EXECUTRIX OF
THE WILL OF JOHN FRANCIS DOLEN (OTHERWISE
KNOWN AS JOHN F. DOLEN AND JOHN DOLEN) (DECEASED)

In the Province of Alberta, (hereunder referred to as "the Grantor"), being registered as owner of an estate in fee simple; subject, however, to such encumbrances, liens and interests as are set forth in the existing certificate of title, in all that certain tract of land situate in the Province of Alberta and being composed of:

West Half of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian as contained and described in Certificate of Title No. 801042507

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

DO HEREBY, IN CONSIDERATION of the sum of SEVEN THOUSAND, NINE HUNDRED AND TEN Dollars (\$ 7,910.00) paid or to be paid to the Grantor or others interested in the lands as purchaser, mortgagee, encumbrance or otherwise (hereinafter referred to as "Other Interested Parties"), and in consideration of the conditions hereinafter mentioned to be observed by:

FOOTHILLS PIPE LINES (ALTA.) LTD.,
a body corporate with Head Office in the City of Calgary,
in the Province of Alberta, (hereinafter referred to as
"the Company")

to be paid in the following manner:

(a) Fifty Dollars (\$50.00) by cheque or draft of the Company (or its Agent) on the execution and delivery of this Grant of Right-of-Way (receipt of which sum is hereby acknowledged); and

(b) The balance of SEVEN THOUSAND, EIGHT HUNDRED AND SIXTY Dollars (\$ 7,860.00) by cheque or draft of the Company payable to the Grantor or Other Interested Parties, upon the obtaining of all necessary postponements and consents from such Other Interested Parties.

GRANT, CONVEY and TRANSFER UNTO the Company, for itself, its employees, agents and contractors, its successors and assigns, the right, licence, liberty, privilege and easement to clear and to use that portion of the said Lands, being a right-of-way,

Nineteen and Eighty-Six Hundredths (19.86) Metres

as approximated on a plan or plans of right-of-way attached hereto and as more particularly described on a plan of survey No. 791-0837 registered in the appropriate Land Titles Office (hereinafter referred to as the "Right-of-Way"), to lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and repair one or more pipelines together with all the works of the Company including but without limiting the generality of the foregoing, all such drips, valves, fittings, meters, cathodic protection equipment and other equipment and appurtenances, whether or not similar to the foregoing, as may be useful or convenient in connection with or incidental to the undertaking of the Company for the carriage, conveyance and transportation of natural and artificial gas, oil and other gaseous or liquid hydrocarbons and any products or by-products thereof (all of which are collectively hereinafter referred to as the "said Works").

The aforesaid rights, licences, liberties, privileges and easements are herein granted for so long hereafter as the Company may desire to exercise same on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Company:

1. The Company shall compensate the Grantor, and/or Other Interested Parties as their respective interests for the time being may appear, for all damage occurring as a result of the construction or operation of the said Works, and without limiting the generality of the foregoing to include all damage done to any crops, pasture, timber, trees, hedges, produce, water wells, artesian springs, livestock, buildings, fences, culverts, bridges, lanes, improvements or equipment on the said Lands, by reason of the exercise of the rights herein granted.

2. In the event that the Company constructs additional pipelines within the Right-of-Way, it shall pay to the Grantor the sum equal to the amount, if any, by which the Right-of-Way actually required in the construction of the additional pipeline, has increased in market value over the amount paid for the Grant of Right-of-Way at the time of the immediately preceding pipeline construction. The Company shall specify the area included in this Grant of Right-of-Way required prior to the construction of such additional pipeline.
3. If at any time the Company shall require the Right-of-Way for any of the said Works to be located above ground, the Company shall consult with the Grantor as to the appropriate location of such Works and shall locate such Works, insofar as may be practicable so to do, in such a fashion as to provide a minimum of inconvenience to the Grantor. Upon furnishing to the Grantor a plan of the intended location the Company shall have the right to fence and use such portions of the Right-of-Way as may in its opinion be required. The Company shall pay to the Grantor and/or Other Interested Parties compensation for any inconvenience caused the Grantor, and for all damage occurring, as a result of fencing any such portion of the Right-of-Way. The Grantor shall have a non-recurring option, to be paid such compensation either by way of a one-time lump-sum payment or by way of a periodic lump-sum payment every five (5) years. Periodic lump-sum payments are subject to review and adjustment upon the written request of the Grantor every five (5) years commencing five (5) years after the first such payment. If the Company and the Grantor fail to agree on the amount of any adjustment within ninety (90) days of any such written request, then the matter shall be referred to arbitration as hereinafter provided.
4. Nothing herein contained shall be deemed to vest in the Company title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the said Right-of-Way, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the said Works.
5. The Company, insofar as may be practicable so to do, shall bury and maintain all pipe so as not to interfere unreasonably with the ordinary cultivation of the said Lands and shall restore all drains damaged or disturbed according to good drainage practice.
6. It is further agreed that the Company may at any time for whatsoever reason or cause, at its election on notice in writing to the Grantor, terminate this Grant of Right-of-Way and the same thereafter shall be of no further effect and the Company shall stand relieved of all obligations, other than those accrued to the date of termination, ALWAYS PROVIDED HOWEVER, that upon the termination of this Grant of Right-of-Way, the Company, if this agreement shall then have been registered, shall forthwith at its expense procure the cancellation of such registration.
7. Upon the abandonment of the said Works and release of all the rights hereby granted, the Company may, at its option, leave and abandon in place any of the said Works which have been buried and will in any event, insofar as may be practicable so to do, restore the surface of the Right-of-Way to the same condition as it was prior to the entry thereon and the use thereof by the Company.
8. If at the date hereof the Grantor is not the sole owner of the said Lands, this Grant of Right-of-Way shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall later acquire a greater or the entire interest, this Grant of Right-of-Way shall likewise extend to such after-acquired interests.
9. Subject always to the rights herein granted, the Grantor shall have the right fully to use and enjoy the said Right-of-Way to the extent that such use does not interfere with the rights herein granted to the Company. Without limiting the generality of the foregoing the Grantor shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, excavate, drill, install, erect or permit to be excavated, drilled, installed, or erected on or under the said Right-of-Way any pipe, pit, well, foundation, pavement or other structure or installation or do or permit to be done any mining, quarrying, land levelling or other work or activity of any like or similar nature on, in or under the Right-of-Way.
10. Subject to clause 9, where the Grantor notifies the Company in writing that the Grantor wishes to make a non-recurring agricultural improvement (other than a normal farming operation) which can be practically made to the said Lands, and the cost of making such an improvement is increased by the existence of the said Works, the Company agrees to reimburse to the Grantor the increase in cost of making such an improvement which is a direct result of the existence of the said Works. If the Company and the Grantor fail to agree within ninety (90) days of any such notification as to the practicality of making the proposed improvement or the amount of the increase in cost of making any such improvement which is directly a result of the existence of the said Works, then the matters in dispute shall be referred to arbitration as hereinafter provided.
11. Upon the request of the Grantor, the Company shall, insofar as may be practicable so to do, separate and save the topsoil on the Right-of-Way prior to construction and then replace it following construction.
12. If the Grantor and the Company cannot agree on the amount of compensation for damage to be paid pursuant to clause 1, the market value of the Right-of-Way actually required in construction of an additional pipeline as referred to in clause 2, any amount to be paid pursuant to clause 3, or matters referred to in clause 10, the matter or matters at issue shall be submitted to, and determined by, three (3) disinterested arbitrators; one to be appointed by the Grantor, one by the Company and the third by the two arbitrators so appointed, and any decision of any two of such three arbitrators shall be final and conclusive, PROVIDED that in all respects, the provisions of the Arbitration Act of the Province of Alberta, as amended from time to time, shall apply. The costs of and incidental to any arbitration are to be determined and awarded as the arbitrators may, in their sole discretion, decide.
13. The Company shall pay all rates and taxes that may be assessed and levied from time to time against the said Works, its interest in the said Lands or in connection with its operations thereon.
14. Subject to abandonment under clause 7, and notwithstanding any rule of law or equity, the said Works shall at all times remain the property of the Company even where the same may be annexed or affixed to the said Lands and shall at any time and from time to time be removable in whole or in part by the Company at its sole discretion.
15. The Company, upon performing and observing the terms and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licences, liberties, privileges and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through or under the Grantor.
16. This Grant of Right-of-Way may be assigned by the Company in whole or in part as to all or any portion of the rights, licences, liberties, privileges and easements hereby granted, transferred and conveyed.
17. The Company covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions arising by reason of the exercise of the rights herein granted to the Company save and except liabilities, damages, costs, claims, suits or actions arising through the gross negligence or willful misconduct of the Grantor. Notwithstanding the foregoing, the Company shall not in any event be liable for consequential damages.
18. The rights, licences, liberties, privileges and easements 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 Grant of Right-of-Way, including all covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title and assigns of the parties hereto.
19. This Grant of Right-of-Way sets forth the entire agreement and understanding between the parties hereto, and the Grantor agrees that there are no other prior representations affecting this Grant of Right-of-Way, other than as are herein set forth or, as may be set forth in an agreement in writing between the parties made subsequent hereto.
20. This Grant of Right-of-Way shall be construed in accordance with the laws of the Province of Alberta.
21. Words herein importing number or gender shall be construed in grammatical conformance with the context of the party or parties in reference.

COCHRANE, Alberta

IN WITNESS WHEREOF, the Grantor and the Company have executed and delivered these presents this 29th day of MARCH, A.D. 1980

(Witness)

MARY ROSE ALBINA DOLIN OF COCHRANE IN THE

AFFIDAVIT OF EXECUTOR OF ADMINISTRATRIX

I, Mary Rose Albina Dolen of Cochrane
in the Province of Alberta, Widow (occupation) make oath and say:

1. THAT I am the executrix(~~XXXXXX~~~~XXXXXX~~~~XXXXXX~~) of the estate of John Francis Dolen (otherwise known as John F. Dolen and John Dolen)
2. ~~THAT to the best of my knowledge, information and belief, the deceased~~
(*grn*) ~~was not married.~~

OR

THAT to the best of my knowledge, information and belief, the spouse
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 (gum) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 of the deceased married person is dead.

OR

~~THAT to the best of my knowledge, information and belief, neither
(4/2/01) the deceased nor spouse of the deceased have resided in the within
mentioned land at any time since their marriage.~~

3. THAT to the best of my knowledge there are no infants interested in the estate of the deceased, nor were there any infants interested in the estate of the said deceased at the time of his death.

SWORN before me at Calgary)
in the Province of Alberta, this 29th)
 day of March)
A.D., 19 80 .

Mary Rose Albina Dolen


A Commissioner for Oaths, A Notary
Public in and for the Province of Alberta.

FRASER, W. McEWEN

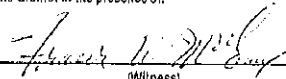
22. All notices to be given hereunder shall be tting and may be served personally or by registered letter addressed to the Grantor at

COCHRANE, Alberta

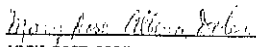
and to the Company at P.O. Box 2535, Calgary, Alberta, Canada T2P 2N6 or such other address, in either case, as the Grantor or the Company respectively may from time to time advise, and any such notice shall be deemed to be given to and received by the addressee upon personal service or, if served by registered letter, fourteen (14) days after the mailing thereof, postage prepaid.

IN WITNESS WHEREOF, the Grantor and the Company have executed and delivered these presents this 29th day of March, A.D. 1980

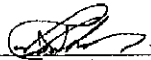
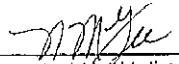
SIGNED, SEALED AND DELIVERED
by the Grantor in the presence of:


(Witness)

(Witness)


MARY ROSE ALBINA DOLEN OF COCHRANE IN THE
PROVINCE OF ALBERTA (WIDOW) EXECUTRIX OF
THE WILL OF JOHN FRANCIS DOLEN (OTHERWISE
KNOWN AS JOHN F. DOLEN AND JOHN DOLEN)
(DECEASED)

FOOTHILLS PIPE LINES (ALTA.) LTD.


Land Manager

Supervisor Land Administration

CONSENT OF SPOUSE

I, MARY ROSE ALBINA DOLEN ^{having been (given)} being married to the above named

JOHN FRANCIS DOLEN (OTHERWISE KNOWN AS JOHN F. DOLEN AND JOHN DOLEN) DECEASED (the Grantor) 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 said property given to me by The Dower Act, R.S.A. 1970, to the extent necessary to give effect to the said disposition.

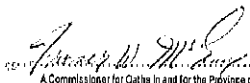
Mary Rose Albina Dolen
Spouse of Grantor

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by MARY ROSE ALBINA DOLEN apart from her husband (or his wife).
2. MARY ROSE ALBINA DOLEN acknowledged to me that she (or he)
 - (a) Is aware of the nature of the disposition.
 - (b) Is aware that The Dower Act, R.S.A. 1970, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.
 - (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by The Dower Act, R.S.A. 1970, to the extent necessary to give effect to the said disposition.
 - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at COCHRANE, in the Province of Alberta, this 29 day of MARCH

A.D. 1980.


A Commissioner for Oaths in and for the Province of Alberta

FRASER W. McEWEN

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

841096198

ORDER NUMBER: 58184682

ADVISORY

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Dated

184-1 A.D. 19

006198

FOOTHILLS PIPE LINES (ALTA.) LTD.

JUN 5

'84

RE: W $\frac{1}{2}$ 9-28-4-W5M

W $\frac{1}{2}$

Caveat

I certify that the within instrument
is duly Entered and Registered in the Land
Titles Office for the South Alberta Land
Registration District at Calgary.

W. A. D.

A.D. Registrar
SALRD

FOOTHILLS PIPE LINES (ALTA.) LTD.

1-2.



Foothills Pipe Lines (Alta.) Ltd.

Tract No. 7-28-4-10 & 11

Area NW 1/4 - 3.89 ac.

SW 1/4 - 4.02 ac.

Amending Agreement

Province of Alberta

THIS AMENDING AGREEMENT made this 10th day of April A.D. 1984

BETWEEN:

FOOTHILLS PIPE LINES (ALTA.) LTD., a body corporate with Head Office in the City of Calgary in the Province of Alberta (hereinafter referred to as the "Company")

OF THE FIRST PART

— and —

MARY ROSE ALBINA DOLEN of Cochrane, in the Province of Alberta
(Widow) Executrix of the Will of JOHN FRANCIS DOLEN (Otherwise
known as JOHN F. DOLEN and JOHN DOLEN) (Deceased)

(hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Company is the grantee under a grant of right-of-way (hereinafter referred to as the "Grant of Right-of-Way") registered as Instrument no. 811222448 on the 30 day of November, 1981 in the South Alberta Land Registration District of a pipeline right-of-way (hereinafter referred to as the "Right-of-Way") across that certain tract of land situate in the Province of Alberta and being comprised of:

The West Half of Section Nine (9), Township Twenty-Eight (28), Range Four (4),
West of the Fifth Meridian as contained and described in Certificate of Title
No. 801042507

excepting thereout all mines and minerals (hereinafter referred to as the "said Lands");

AND WHEREAS the Owner is the registered owner of the said Lands;

AND WHEREAS the parties hereto desire to amend certain terms of the Grant of Right-of-Way;

NOW THEREFORE 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) and in consideration of the premises and covenants contained herein, the parties hereto covenant and agree as follows:

1.0 Interpretation

1.1 This Amending Agreement and the Grant of Right-of-Way shall henceforth be read together and shall have effect, so far as practicable, as if all the provisions of the Grant of Right-of-Way and of this Amending Agreement were contained in one instrument. Should any conflict exist between the provisions of the Grant of Right-of-Way and of this Amending Agreement, the provisions of this Amending Agreement shall govern.

1.2 The covenants and conditions herein contained 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 and assigns of the parties hereto.

2.0 Annual or Periodic Payments

2.1 In addition to any sum of money previously paid by the Company as consideration for the Grant of Right-of-Way, the Company shall pay:

Delete
One &
initial

- (a) annual payments in accordance with the terms and conditions set forth in Schedule "A" attached hereto; or
(b) periodic payments in accordance with the terms and conditions set forth in Schedule "B" attached hereto;

which is incorporated by reference and made a part of this Amending Agreement.

3.0 Additional Pipelines

3.1 It is expressly agreed that the execution of this Amending Agreement includes good and valuable consideration for the right of the Company to construct and operate additional pipelines within the Right-of-Way. Subject to compensation by the Company for damage occurring as a result of the construction or operation of any such additional pipelines, the Company shall be entitled to construct and operate any such additional pipelines without payment to the Owner of any additional Compensation.

3.2 If the Grant of Right-of-Way contains a clause whereby in the event that the Company constructs additional pipelines within the Right-of-Way it shall pay a sum equal to the amount, if any, by which the Right-of-Way actually required in the construction of the additional pipeline has increased in market value over the amount paid for the Right-of-Way at the time of the immediately preceding pipeline construction, then such clause is hereby deleted from the Grant of Right-of-Way and is of no further effect.

3.3 If the Grant of Right-of-Way contains a provision whereby the market value of the Right-of-Way actually required in the construction of an additional pipeline within the Right-of-Way may be arbitrated, then such provision is hereby deleted from the Grant of Right-of-Way and is of no further effect.

4.0 Termination

4.1 In the event that the Company terminates the Grant of Right-of-Way in accordance with the applicable provisions of the Grant of Right-of-Way, the obligations of the Company to pay annual or periodic payments, as the case may be, in accordance with this Amending Agreement shall cease, other than those obligations accrued to the date of termination.

5.0 Notices

5.1 The clause in the Grant of Right-of-Way containing the addresses to which the parties to the Grant of Right-of-Way may serve notices on each other is hereby deleted in its entirety and a new clause attached hereto as Schedule "C" is inserted in lieu thereof.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents all as of the date first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:


Witness

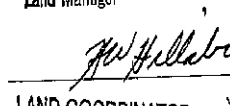
Witness

X

MARCESE ALBINA DOLEN, Executrix of the
Will of John Francis Dolen (otherwise
known as John F. Dolen and John Dolen)
(Decensed)

FOOTHILLS PIPE LINES (ALTA) LTD.


Land Manager


LAND COORDINATOR

(Delete and initial if inapplicable)

SCHEDULE "A"

ANNUAL PAYMENTS


Annual Payment

A.1 On the 30 day of June, 19 84, and on the same day in each succeeding year (hereinafter referred to as a "Payment Date"), the Company shall pay an annual payment (hereinafter referred to as an "Annual Payment") in an amount equal to twenty (20%) per cent of the value of the Right-of-Way (hereinafter referred to as the "Right-of-Way Value") determined in accordance with clause A.5 and A.6 hereof, payable to the persons who, ninety (90) days prior to the Payment Date concerned, appear as registered owners of the said Lands in the records of the applicable Land Titles Office (hereinafter referred to as the "Registered Owner") in the proportions indicated by such records.

A.2 Notwithstanding clause A.1, it is understood and agreed that if the said Lands, in the Company's sole opinion:

- (a) are now or are hereafter used at any time for a purpose of a commercial or industrial nature; or
- (b) are now or are hereafter included within the boundaries of any city, town, village, summer village or hamlet; or
- (c) are now or are hereafter approved by the appropriate subdivision approval authority for subdivision for country residential use; or
- (d) are now or are hereafter subdivided into a parcel forty (40) acres or less in size, which parcel is not contiguous to and does not form part of a unit of land used for agricultural purposes;

commencing upon the Payment Date occurring ninety (90) days after the next Review Date (as hereinafter defined) the amount of an Annual Payment shall be reduced to an amount equal to four (4%) per cent of the Right-of-Way Value determined in accordance with clause A.5 and A.6

payment.
hereof

Interest

A.3 The Registered Owner shall be entitled to interest on any portion of an Annual Payment due and not paid within thirty (30) days after the applicable Payment Date at the minimum rate at which the Bank of Canada makes short-term advances to the chartered banks (hereinafter referred to as the "Bank Rate") existing at such Payment Date plus one (1%) per cent, from such Payment Date until full payment of such portion is made. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

A.4 It is expressly understood and agreed that, notwithstanding any provision in the Grant of Right-of-Way, as amended by this Amending Agreement, and notwithstanding any rights the Registered Owner may have in law or in equity, should the Company fail to pay any portion of an Annual Payment, the Registered Owner's sole remedy shall be to recover from the Company the amount of such portion and any interest payable thereon in accordance with clause A.3, and in no event shall the Registered Owner, 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 under the Grant of Right-of-Way, as amended by this Amending Agreement.

Amount of Annual Payment

A.5 The amount of an Annual Payment shall be determined in the following manner:

- (a) Commencing ninety (90) days prior to the first (1st) Payment Date and ninety (90) days prior to each fifth (5th) Payment Date thereafter (hereinafter referred to as a "Review Date"), the Company shall attempt to negotiate the amount of the Right-of-Way Value as at such Review Date with the Registered Owner. Any agreement as to the amount of the Right-of-Way Value successfully negotiated shall be set forth in a memorandum in writing signed by the Registered Owner and the Company;
- (b) Failing agreement within thirty (30) days following a Review Date between the Registered Owner and the Company for any reason as to the amount of the Right-of-Way Value as at such Review Date, the Company and the Registered Owner shall attempt to agree upon the appointment of a person as an appraiser. Failing agreement within fourteen (14) days, the Company shall appoint a person as an appraiser. In either event, such person shall not be an employee of the Company, but shall hold the designation of Accredited Appraiser Canadian Institute (such person being hereinafter referred to as the "appraiser"). The appraiser shall determine as of the Review Date the market value of the said Lands as bare lands without any buildings, fixtures or other improvements thereon (hereinafter referred to as the "appraisal"). The appraisal shall be prepared using appraisal principles acceptable to the Appraisal Institute of Canada. A copy of the appraisal, accompanied by a certificate of the appraiser certifying that he has no interest in the said Lands or in the amount of the Right-of-Way Value, shall be provided to the Company and the Registered Owner. The market value of the said Lands as bare lands without any buildings, fixtures or other improvements thereon, as set forth in the appraisal, divided by the number of acres contained in the said Lands and multiplied by the number of acres contained in the Right-of-Way, shall be deemed to be the Right-of-Way Value and shall be binding upon the Company and the Registered Owner.

A.6 The amount of the Right-of-Way Value as at any Review Date determined in accordance with clause A.5 shall be deemed to be the Right-of-Way Value for the purpose of calculating the Annual Payment for the Payment Date occurring ninety (90) days after such Review Date and for the four (4) Payment Dates thereafter.

(Delete and initial if inapplicable)

SCHEDULE "B"

PERIODIC PAYMENTS

Periodic Payment

B.1 On the 30 day of June, 1984, and on the same day in each succeeding five (5) year period (hereinafter referred to as a "Payment Date"), the Company shall pay a periodic payment (hereinafter referred to as a "Periodic Payment") in an amount determined as follows:

$$\text{Periodic Payment} = AP + AP \left[\frac{1}{1+i} \right] + AP \left[\frac{1}{1+i} \right]^2 + AP \left[\frac{1}{1+i} \right]^3 + AP \left[\frac{1}{1+i} \right]^4$$

Where: AP = twenty (20%) per cent of the value of the Right-of-Way (hereinafter referred to as the "Right-of-Way Value") determined in accordance with clause B.5 and B.6 hereof; and

i = the minimum rate at which the Bank of Canada makes short-term advances to the chartered banks (hereinafter referred to as the "Bank Rate") existing on the date ninety (90) days prior to such Payment Date plus one (1%) per cent. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

Each such Periodic Payment shall be payable to the persons who, ninety (90) days prior to the Payment Date concerned, appear as registered owners of the said Lands in the records of the applicable Land Titles Office (hereinafter referred to as the "Registered Owner") in the proportions indicated by such records.

B.2 Notwithstanding clause B.1, it is understood and agreed that if the said Lands, in the Company's sole opinion:

- (a) are now or are hereafter used at any time for a purpose of a commercial or industrial nature;
- (b) are now or are hereafter included within the boundaries of any city, town, village, summer village or hamlet;
- (c) are now or are hereafter approved by the appropriate subdivision approval authority for subdivision for country residential use; or
- (d) are now or are hereafter subdivided into a parcel forty (40) acres or less in size, which parcel is not contiguous to and does not form part of a unit of land used for agricultural purposes;

commencing upon the next Payment Date the amount of a Periodic Payment shall be reduced to an amount determined in accordance with the formula set forth in clause B.1, but where:

AP = four (4%) per cent of the Right-of-Way Value determined in accordance with clause B.5 and B.6 hereof.

Interest

B.3 The Registered Owner shall be entitled to interest on any portion of a Periodic Payment due and not paid within thirty (30) days after the applicable Payment Date at the Bank Rate existing at such Payment Date plus one (1%) per cent, from such Payment Date until full payment of such portion is made. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

B.4 It is expressly understood and agreed that, notwithstanding any provision in the Grant of Right-of-Way, as amended by this Amending Agreement, and notwithstanding any rights the Registered Owner may have in law or in equity, should the Company fail to pay any portion of a Periodic Payment, the Registered Owner's sole remedy shall be to recover from the Company the amount of such portion and any interest payable thereon in accordance with clause B.3, and in no event shall the Registered Owner, 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 under the Grant of Right-of-Way, as amended by this Amending Agreement.

Each such Periodic Payment shall be payable to the persons who, ninety (90) days prior to the Payment Date concerned, appear as registered owners of the said Lands in the records of the applicable Land Titles Office (hereinafter referred to as the "Registered Owner") in the proportions indicated by such records.

B.2 Notwithstanding clause B.1, it is understood and agreed that if the said Lands, in the Company's sole opinion:

- (a) are now or are hereafter used at any time for a purpose of a commercial or industrial nature;
- (b) are now or are hereafter included within the boundaries of any city, town, village, summer village or hamlet;
- (c) are now or are hereafter approved by the appropriate subdivision approval authority for subdivision for country residential use; or
- (d) are now or are hereafter subdivided into a parcel forty (40) acres or less in size, which parcel is not contiguous to and does not form part of a unit of land used for agricultural purposes;

commencing upon the next Payment Date the amount of a Periodic Payment shall be reduced to an amount determined in accordance with the formula set forth in clause B.1, but where:

AP = four (4%) per cent of the Right-of-Way Value determined in accordance with clause B.5 and B.6 hereof.

Interest

B.3 The Registered Owner shall be entitled to interest on any portion of a Periodic Payment due and not paid within thirty (30) days after the applicable Payment Date at the Bank Rate existing at such Payment Date plus one (1%) per cent, from such Payment Date until full payment of such portion is made. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

B.4 It is expressly understood and agreed that, notwithstanding any provision in the Grant of Right-of-Way, as amended by this Amending Agreement, and notwithstanding any rights the Registered Owner may have in law or in equity, should the Company fail to pay any portion of a Periodic Payment, the Registered Owner's sole remedy shall be to recover from the Company the amount of such portion and any interest payable thereon in accordance with clause B.3, and in no event shall the Registered Owner, 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 under the Grant of Right-of-Way, as amended by this Amending Agreement.

Amount of Periodic Payment

B.5 The amount of a Periodic Payment shall be determined in the following manner:

- (a) Commencing ninety (90) days prior to each Payment Date (hereinafter referred to as a "Review Date"), the Company shall attempt to negotiate the amount of the Right-of-Way Value as at such Review Date with the Registered Owner. Any agreement as to the amount of the Right-of-Way Value successfully negotiated shall be set forth in a memorandum in writing signed by the Registered Owner and the Company;
- (b) Failing agreement within thirty (30) days following a Review Date between the Registered Owner and the Company for any reason as to the amount of the Right-of-Way Value as at such Review Date, the Company and the Registered Owner shall attempt to agree upon the appointment of a person as an appraiser. Failing agreement within fourteen (14) days, the Company shall appoint a person as an appraiser. In either event, such person shall not be an employee of the Company, but shall hold the designation of Accredited Appraiser Canadian Institute (such person being hereinafter referred to as the "appraiser"). The appraiser shall determine as of the Review Date the market value of the said Lands as bare lands without any buildings, fixtures or other improvements thereon (hereinafter referred to as the "appraisal"). The appraisal shall be prepared using appraisal principles acceptable to the Appraisal Institute of Canada. A copy of the appraisal, accompanied by a certificate of the appraiser certifying that he has no interest in the said Lands or in the amount of the Right-of-Way Value, shall be provided to the Company and the Registered Owner. The market value of the said Lands as bare lands without any buildings, fixtures or other improvements thereon, as set forth in the appraisal, divided by the number of acres contained in the said Lands and multiplied by the number of acres contained in the Right-of-Way shall be deemed to be the Right-of-Way Value and shall be binding upon the Company and the Registered Owner.

B.6 The amount of the Right-of-Way Value as at any Review Date determined in accordance with clause B.5 shall be deemed to be the Right-of-Way Value for the purpose of calculating the Periodic Payment for the Payment Date occurring ninety (90) days after such Review Date.

SCHEDULE "C"

NOTICES

All notices, certificates or payments to be given or made hereunder shall be in writing and may be served personally or by prepaid post addressed as follows:

To the Grantor: **Cochrane, Alberta**
TOL 0W0

cf. A. X. DOLFIN
Box 26, DEWOLF ALBERTA
TOL 1E0

To the Company: **P.O. Box 2535**
Station "M"
Calgary, Alberta
T2P 2N6

or such other address, in either case, as the Grantor or the Company respectively may from time to time advise, and any such notice, certificate or payment shall be deemed to be given to and received by the Addressee upon personal service or, if served by prepaid post, seven (7) days after the mailing thereof.

AFFIDAVIT OF EXECUTOR OR ADMINISTRATRIX

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, (WE) MARY ROSE ALBINA DOLEN
of Cochrane in the Province of Alberta,
MAKE OATH AND SAY:

1. THAT I, (WE) am (are) the ^{Executrix} ~~executor(s)~~ ^{Will} ~~or administratrix/administratrices~~ of the estate of
JOHN FRANCIS DOLEN (otherwise known as JOHN F. DOLEN and JOHN DOLEN)
- As* 2. THAT to the best of my (our) knowledge, information and belief, the deceased was not married.
OR
As THAT to the best of my (our) knowledge, information and belief, the spouse of the deceased married person is dead.
OR
As THAT to the best of my (our) knowledge, information and belief, neither the deceased nor the spouse of the deceased have resided on the within mentioned land at any time since their marriage.
3. THAT to the best of my (our) knowledge there are no infants interested in the estate of the deceased, nor were there any infants in the estate of the said deceased at the time of his (her) death.

SWORN before me at Edmonton
in the Province of Alberta, this 10th
day of April, A.D. 1984.

X
MARY ROSE ALBINA DOLEN of Cochrane in the
Province of Alberta (Widow) Executrix of the
WILL of JOHN FRANCIS DOLEN (otherwise known as
JOHN F. DOLEN and JOHN DOLEN (Deceased))

Herbert Clarence Thompson
Commission Expires
May 25, 1986

Herbert Thompson
A Commissioner for Oaths, A Notary Public, in and for the Province of Alberta

NOVA 3334 (4-82)

ATTACH
PART 1

1. That I was personally present and did see Mary Rose Albina Dolen, Dolen and John Dolen (Deceased)
named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the
purpose named therein.

2. That the same was executed at the District City of Cochrane EDMONTON
in the Province of Alberta and that I am the subscribing witness hereto.

3. That I know the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen
and (she) (is) in my belief of the full age of eighteen years. (Otherwise known as John F. Dolen and
John Dolen) (Deceased)

SWORN before me at the City
of Edmonton in the Province of Alberta,
this 10th day of April, A.D. 1984.

Fraser William Victor McEwen
A Commissioner for Oaths in and for the Province of Alberta

Fraser William Victor McEwen
Commission Expires
July 1, 1984

ATTACHED TO AND FORMING
PART OF THIS DOCUMENT

CONSENT OF SPOUSE

..... Mary Rose Albina Dolen having ^{been} married to the above named

John Francis Dolen (otherwise known as John F. Dolen and John Dolen) (Deceased) (the grantor) 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 said property given to me by The Dower Act, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

X
.....
Spouse of Grantor
MARY ROSE ALBINA DOLEN

CANADA } AFFIDAVIT OF EXECUTION
PROVINCE OF ALBERTA } (By Marksman, or Non-English Speaking, Blind, Deaf and Dumb Person)
TO WIT:

I, Delbert C. Thompson
of Calgary in the Province of Alberta, Land Agent
make oath and say:

1. THAT I was personally present and did see Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen
named in the annexed instrument, who is (XPS) personally known to me to be the person (S) named therein duly, sign, seal and execute the same, by making MRS (her) ~~XXXXXX~~ mark (S) and setting MRS (her) ~~(XXXXXX)~~ seal (S) thereto for the purposes named therein.
2. THAT the said instrument was read over and fully explained to the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen
(in the English language, as I verily believe,) before the execution thereof and ~~he~~ (she) ~~(XXXXXX)~~ seemed fully to understand the same.
3. THAT the said instrument was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
4. THAT I know the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen and ~~he~~ (she) is ~~(XXXXXX)~~ in my belief, of the full age of twenty-one years.

SWORN before me at Calgary
in the Province of Alberta, this 28th
day of May, A.D. 19 84

Delbert C. Thompson
DELBERT C. THOMPSON

Lorraine Gail Schreyer
A Commissioner for Oaths, A Notary Public
in and for the Province of Alberta

Lorraine Gail Schreyer
Commission Expires
July 25 1984

ATTACHED TO AND FORM
PART OF THIS DOCUMENT

TO WIT:

MADE OATH AND SIGNED

1. That I was personally present and did see Mary Rose Albina Dolen, Dolen and John Dolen) (Deceased)
named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.
2. That the same was executed at the District City of Cochrane EDMONTON
in the Province of Alberta and that I am the subscribing witness hereto.
3. That I know the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen
and ~~she~~ (she) ~~(XXXXXX)~~ is in my belief of the full age of eighteen years. (Otherwise known as John F. Dolen and John Dolen) (Deceased)

SWORN before me at the City
of Calgary in the Province of Alberta,
this 28th day of May, A.D. 19 84.

Fraser William Victor McEwen
A Commissioner for Oaths in and for the Province of Alberta

Fraser William Victor McEwen
Commission Expires
July 1, 1984

IS FORMING
DOCUMENT

1. This document was acknowledged before me by Mary Rose Albina Dolen
apart from her husband ~~xxxxxx~~

2. Mary Rose Albina Dolen acknowledged to me that she ~~xxxx~~

(a) Is aware of the nature of the disposition.

(b) Is aware that The Dower Act, R.S.A. 1980, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.

(c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by The Dower Act, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

(d) Is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at Edmonton In the Province of Alberta, this 10th day of April
A.D. 19 84.

[Signature]
Albert Clarence Thompson
Commission Expires
May 25, 1984
A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT

I, _____, of _____
In the Province of Alberta, _____ MAKE OATH AND SAY:
(Occupation)

1. That I am the Grantor named in the within Instrument.

2. That I am not married.

OR

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

SWORN before me at the _____
of _____, in the Province of Alberta,
this _____ day of _____, A.D. 19 _____

A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

ATTACHED TO
PART OF
PART OF

CANADA I, DEARBEAT C. Thompson, of the City
PROVINCE OF ALBERTA of Calgary, in the Province of Alberta, Land Agent

TO WIT: MAKE OATH AND SAY: Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased)

1. That I was personally present and did see Mary Rose Albina Dolen, Dolen and John Dolen named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.

2. That the same was executed at the District C.R. 4 of Cochrane EDMONTON in the Province of Alberta and that I am the subscribing witness hereof.

3. That I know the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen and she (she ~~xxxx~~) is in my belief of the full age of eighteen years. (Otherwise known as John F. Dolen and John Dolen) (Deceased)

SWORN before me at the City
of Calgary, in the Province of Alberta,
this 11th day of April, A.D. 19 84.

[Signature]
Fraser William Victor McEwen
Commission Expires
July 1, 1984
A Commissioner for Oaths in and for the Province of Alberta

TO FORMING
DOCUMENT

AFFIDAVIT OF EXECUTION

ATTACHED TO
PART OF IT

CANADA, DEARBART C. Thompson, of the City
PROVINCE OF ALBERTA of Calgary, in the Province of Alberta, Land Agent

TO WIT: MAKE OATH AND SAY:

Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased)

1. That I was personally present and did see Mary Rose Albina Dolen, Dolen and John Dolen (Deceased) named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.
2. That the same was executed at the District C. 17.4 of Cochrane FERMENTATION in the Province of Alberta and that I am the subscribing witness hereto.
3. That I know the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen and she (she) is in my belief of the full age of eighteen years. (Otherwise known as John F. Dolen and John Dolen) (Deceased)

SWORN before me at the City

of Calgary, in the Province of Alberta,

this 11th day of April, A.D. 19 84.

Fraser William Victor McEwen
A Commissioner for Oaths in and for the Province of Alberta

Fraser William Victor McEwen
Commission Expires
July 1, 1984

Dated _____ day _____ 19 _____

MARY ROSE ALBINA DOLEN
Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased)

(Grantor)

and

FOOTHILLS PIPE LINES (ALTA.) LTD.

(Company)

Amending Agreement

FOOTHILLS PIPE LINES (ALTA.) LTD.

TRACT: 7-28-4-10 & 11

Caveat

TO THE REGISTRAR of the South Alberta Land Registration District.

TAKE NOTICE that Foothills Pipe Lines (ALTA.) LTD., a body corporate with Head Office in the City of Calgary, in the Province of Alberta, claims an interest in the lands hereinafter described under and by virtue of an Amending Agreement in writing dated the 10 day of April A.D. 1984, whereby

Mary Rose Albina Dolen
c/o R.X. Dolen
Box 26

Devon, Alberta
T0C 1E0

the registered owner(s) for valuable consideration agree with Foothills Pipe Lines (ALTA.) LTD. to amend certain provisions of a Grant of Right-of-Way dated the 29 day of March A.D. 1980, and registered in the Land Titles Office for the said South Alberta Land Registration District at Calgary on the 30 day of November A.D. 1981 as instrument number 811222448, the lands being:

The West Half of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian as contained and described in Certificate of Title No. 801042507

Excepting thereout all mines and minerals

being lands described in Certificate of Title No. 801042507

standing in the register

In the name(s) of MARY ROSE ALBINA DOLEN of Cochrane, in the Province of Alberta (Widow), Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased)

and Foothills Pipe Lines (ALTA.) LTD., forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

THE CAVEATOR appoints 801 Seventh Avenue S.W., Calgary, T2P 3P7, in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 31 day of May A.D. 1984

FOOTHILLS PIPE LINES (ALTA.) LTD.
By Its Agent:

Josephine Homulos
JOSEPHINE HOMULOS

AFFIDAVIT

CANADA } I, Josephine Homulos, Supervisor Administration
PROVINCE OF ALBERTA } of the City of Calgary, in the Province of Alberta,
TO WIT: } MAKE OATH AND SAY:

- THAT I am agent for the above named Caveator.
- THAT I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested or proposing to deal therewith.

SWORN before me at the City of Calgary, in the Province of Alberta, this 31 day of May A.D. 1984

Josephine Homulos
JOSEPHINE HOMULOS

Grace Higgins
A Commissioner for Oaths and for the Province of Alberta
Grace Eleanor Higgins
Commission Expires
May 1, 1987

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

881049174

ORDER NUMBER: 58184682

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

CANADA
PROVINCE OF ALBERTA
TO WIT:

1. WILLIAM K. STROUD
of the CITY of CALGARY
in the Province of Alberta, LAND AGENT
(Occupation)
MAKE OATH AND SAY:

1. THAT I am the agent for TransAlta Utilities Corporation, the above-named Caveator.
2. THAT I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the CITY
of CALGARY
In the Province of Alberta, this 18
day of MARCH, A.D. 19 88

Vic J. Stryski
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
VIC J. STRYSKI
COMMISSIONER FOR OATHS
APPOINTMENT EXPIRES:
JUNE 27/89

88-949174

Document No.
Reference Certificate No. A.D. 19
DATED

TransAlta Utilities
Corporation
MAR 29

RE:

Caveat

I certify that the within instrument
is duly Entered and Registered in the Land
Titles Office for the South Alberta Land
Registration District at Calgary.

[Signature]
A.D. Registrar
SALRD

4-4

RIGHT-OF-WAY AMENDING AGREEMENT

THIS AMENDING AGREEMENT made this 1 day of December A.D. 1987.

BETWEEN: Wanda Dowie of Cochrane, in the Province of Alberta,
(hereinafter called the "Landowner")

- and -

TRANSALTA UTILITIES CORPORATION, (Successor in Title to CALGARY POWER LTD.), a Corporation having its Head Office in the City of Calgary, in the Province of Alberta
(hereinafter called the "Company")

WHEREAS the Landowner is the registered owner of the following lands:

NW Quarter 9, Township 28, Range 4, West of the 5th Meridian
(hereinafter called the "Lands")

1. This Agreement amends the Right of Way Agreement granted to the Company and Registered at Land Titles as Instrument #5623 G.M. on the 27 day of November, 1952.

2. The Consideration for this Agreement is \$1.00 paid to the Landowner by the Company and the agreement of the Company to pay Annual Compensation.

3. The Company shall pay to the Landowner Annual Compensation on the following basis:

a) -----SEVENTY-FIVE-----(\$75.00) DOLLARS for each structure(s)
on Cultivated Lands within the Right-of-Way, and;

b) -----TWENTY-----(\$20.00) DOLLARS for each structure(s)
on Uncultivated Lands within the Right-of-Way

The payments shall be the minimum Annual Compensation for the next 5 years and will be subject to review as provided for in the Surface Rights Act 1983 or amendments thereto.

4. Except as amended by this Amending Agreement, the Right-of-Way Agreement remains unchanged in all other respects and shall remain in full force and effect.

5. The obligation to pay Annual Compensation under this Agreement shall terminate in the event that:

(i) an appropriate assignment of all or a portion of the rights hereunder is not made to a transferee or purchaser of all or a portion of the Lands which are subject to this Right-of-Way, or

(ii) the Structures placed on the Lands by the Company no longer interfere with agricultural operation on the Lands.

(iii) the line is no longer classed as a "major transmission line" under the Surface Rights Act.

IN WITNESS WHEREOF the Landowner has hereunto set his hand and seal and the Company has caused this Agreement to be executed by its proper officers duly authorized in that behalf on the date first above written.

SIGNED, SEALED AND DELIVERED
by the above-named Landowner
in the presence of:

Wanda Dowie
Owner

WITNESSES

Owner

AND BY

TRANSALTA UTILITIES CORPORATION

and by
on behalf of TRANSALTA UTILITIES
CORPORATION by virtue of a Power
of Attorney of record in the
Land Titles Office, enabling them
in that behalf, in the presence
of:

PER: [Signature]
Attorney
PER: [Signature]
Attorney

Caution Forbidding Registration

To the Registrar of the SOUTH

Alberta Land Registration District

Take Notice that TRANSALTA UTILITIES CORPORATION, a body corporate having its registered office at the City of Calgary, in the Province of Alberta claims an estate and interest in the hereinafter mentioned lands under and by virtue of an RIGHT OF WAY AMENDING AGREEMENT in writing, and dated the 1 day of DECEMBER, 1987, and made by WANDA DOWIE as Grantor, in favour of the said TransAlta Utilities Corporation, as Grantee, which aforesaid lands are described as follows:

THE NORTH WEST QUARTER OF SECTION NINE (9)
IN TOWNSHIP TWENTY EIGHT (28)
RANGE FOUR (4)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

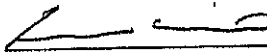
EXCEPTING THE ROADWAY ON PLAN 1060 Q CONTAINING
1.70 HECTARES (4.20 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS

As more particularly described in certificate of title 861102657 standing in the register in the name of WANDA DOWIE and the said TransAlta Utilities Corporation forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim, and it appoints Box 1900, at the City of Calgary, in the Province of Alberta as the place at which notices and proceedings relating hereto may be served.

DATED this 18 day of MARCH, 1988.

TRANSALTA UTILITIES CORPORATION

BY: 

Its Agent. ML

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

941095085

ORDER NUMBER: 58463422

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

941095085 REGISTERED 1994 04 19
CAVE - CAVRAT
DOC 1 OF 1 DEF#: 4231927 ADF/LMALE
LINC/S: 0021360803

Document Registration Request

AG 1844

4231927

Land Titles Office

X Box 7575 Calgary
Alberta T2P 2R4

Box 2380 Edmonton
Alberta T5J 2T3

Name

Nova Corporation

Address
(cash
customers
only)

Account or
Party Code #

Cheque Cash

Amount
Enclosed

Client's
File #

000900KA

Return By Call Box # Mail Courier

C175

Date DD MM YY

15 04 94 H. S. deBontson

Signature

Customer's
Special
Instructions
/Advice

Register regardless of prior registrations on title

Register subject to last registered interest being #

Other instructions

Phone #

290-7106

NW 09-28-04-W5 (COST. 861102657)

Registration
Priority

Documents - List in order of registration priority

Subsequent Services Requested

Photocopy C of T.

Please return Nova's copy

1 Caveat

2

3

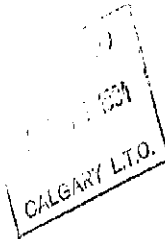
4

5

6

7

8



Fax 1 copy of each title and charge to account
(limit - 5 titles)

4231927

AG 1844 Rev Apr 01

LAND TITLES OFFICE COPY

the Company's obligation to pay Annual Payments hereunder, the Company shall provide the Registered Owner with the Company's determination of the bare land per acre value upon which the Annual Payment shall be calculated, as at the commencement of each such period, in accordance with the following formula:

$$AP = V \times A \times 0.2$$

Where:

AP = Annual Payment;

V = bare land per acre value determined by the Company;

A = number of acres contained within the Right-of-Way.

Upon the Registered Owner agreeing to accept the Annual Payment as calculated above, such agreement shall be confirmed in a memorandum signed by the Registered Owner and the Company;



Tract No. 0800-322

Area 2.416ha (5.97ac)

AMENDING AGREEMENT PROVINCE OF ALBERTA

This AMENDING AGREEMENT made this 22ND day of MARCH, 1994

BETWEEN: **NOVA Corporation of Alberta**
a body corporate with Head Office in the City of Calgary,
in the Province of Alberta, (hereinafter referred to as
the "Company")

and
WANDA DOWIE (REGISTERED NURSE) OF COCHRANE, ALBERTA

(hereinafter referred to as the "Owner")

WHEREAS the Company is the grantee, under certain right-of-way agreements or easement agreements described in Schedule "A" attached to and forming part of this Amending Agreement (each of such right-of-way agreements and easement agreements being individually referred to as an "Easement"), of certain pipeline rights-of-way across land situated in the Province of Alberta and described as:

North West Quarter of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian
as contained and described in Certificate of Title No. 861102657

excepting thereout all mines and minerals (hereinafter referred to as the "said Lands"); and

WHEREAS the Owner is the registered owner of the said Lands; and

WHEREAS the parties hereto are desirous of amending certain terms of each Easement;

NOW THEREFORE in consideration of the premises and covenants contained herein, the parties hereto agree as follows:

1. Each Easement shall henceforth be read together with this agreement, and shall have effect as if all the provisions of such Easement and this agreement were contained in one instrument.

2. On the 30 day of June, 1994, and on the same day in each succeeding year (hereinafter referred to as the "Payment Date") for the duration of the Easement, the Company agrees to pay to the persons who, ninety (90) days prior to the Payment Date, appear as registered owners of the said Lands on the records of the applicable Land Titles Office (hereinafter referred to as the "Registered Owner"), in the proportions indicated by such records, an aggregate amount (hereinafter referred to as the "Annual Payment") calculated and payable as hereinafter set forth.

3. Notwithstanding clause 2 hereof, it is understood and agreed that should the said Lands, in the Company's sole opinion, be used at any time for purposes of a commercial or industrial nature, be included within the boundaries of any city, town, village, summer village or hamlet, be approved for subdivision for country residential use or be transferred to the Crown, the obligation of the Company to make the Annual Payments provided for herein shall terminate.

4. On each of the first five Payment Dates the Company will pay to the Registered Owner an Annual Payment equal to ONE THOUSAND THREE HUNDRED THIRTEEN AND 40/100 Dollars (\$ 1,313.40).

5. On each Payment Date thereafter the Company will pay to the Registered Owner an Annual Payment determined pursuant to clause 8 hereof.

6. (a) Within the period commencing on the ninetieth day prior to the sixth Payment Date and ending on the sixth Payment Date, and within each period commencing on the ninetieth day prior to each fifth Payment Date thereafter and ending on each such fifth Payment Date for the duration of the Company's obligation to pay Annual Payments hereunder, the Company shall provide the Registered Owner with the Company's determination of the bare land per acre value upon which the Annual Payment shall be calculated, as at the commencement of each such period, in accordance with the following formula:

$$AP = V \times A \times 0.2$$

where:

AP = Annual Payment;

V = bare land per acre value determined by the Company;

A = number of acres contained within the Right-of-Way.

Upon the Registered Owner agreeing to accept the Annual Payment as calculated above, such agreement shall be confirmed in a memorandum signed by the Registered Owner and the Company;

b) Should the Registered Owner fail to agree to accept the Annual Payment as calculated in paragraph 6(a) for any reason within thirty (30) days from the day that the Company provided the Registered Owner with the Company's determination of the bare land per acre value as provided for in paragraph 6(a), the Company and the Registered Owner shall attempt to agree upon the appointment of a person as an appraiser. Failing agreement for any reason as to such appointment within a further fourteen (14) days, the Company shall appoint a person as an appraiser. In either event, such person shall not be an employee of the Company, but shall hold the designation of Accredited Appraiser as an appraiser. The appraiser shall determine the en bloc per acre value of the said Lands as the "Land Value" and shall prepare an appraisal report respecting the said Lands and the Land Value thereof (hereinafter referred to as the "appraisal"). The Land Value set forth in the appraisal shall be determined as of the first day of the applicable period described in paragraph 6(a). The appraisal shall be prepared in accordance with the standards, ethics and practices established by the Appraisal Institute of Canada. A copy of the appraisal shall be provided to the Company and the Registered Owner. The Land Value so determined shall be binding upon the Company and the Registered Owner, and thereafter the Annual Payment shall be calculated as follows:

$$AP = LV \times A \times 0.2$$

where:

AP = Annual Payment;

LV = en bloc bare land per acre value as detailed in the appraisal;

A = number of acres contained within the Right-of-Way.

The Annual Payment determined in accordance with this clause 6 shall be payable pursuant to clause 6 hereof on the Payment Date immediately following the first day of the applicable period described in paragraph 6(a), and on the four Payment Dates immediately following thereafter.

7. The Registered Owner shall be entitled to interest on any portion of an Annual Payment due and not paid within thirty (30) days after the applicable Payment Date at the Bank Rate, being the minimum rate at which the Bank of Canada makes short-term advances to the chartered banks, existing at such Payment Date plus one (1%) per cent, from such Payment Date until full payment of such portion is made. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

8. It is understood and agreed that, notwithstanding any provision in this agreement or any Easement and notwithstanding any rights the Registered Owner may have in law or in equity, should the Company fail to pay any amount payable under this agreement or any Easement, the Registered Owner's sole remedy shall be to recover from the Company such amount and any interest payable thereon, and in no event shall the Registered Owner, 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 by such Easement, as amended hereby.

9. If any Easement contains a provision whereby in the event that the Company constructs additional pipelines within the Right-of-Way, it shall pay a sum equal to the amount, if any, by which the portion of the Right-of-Way actually required in the construction of the additional pipeline has increased in market value over the amount paid in relation to such portion of the Right-of-Way at the time of the immediately preceding pipeline construction, then such clause is hereby deleted as of the date hereof from such Easement and is of no further force or effect.

10. If any Easement contains a clause whereby the market value of the Right-of-Way actually required in the construction of an additional pipeline as referred to in clause 9 of this agreement may be arbitrated, then such provision is hereby deleted as of the date hereof from such Easement and is of no further force or effect.

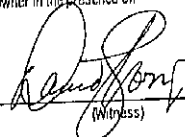
11. In the event that any Easement grants the right to construct, operate and maintain only a single pipeline (together with certain works of the Company) within the Right-of-Way, such Easement is hereby amended to grant the Company the right to lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and repair one or more pipelines together with all the works of the Company including, without limiting the generality of the foregoing, all such ditches, valves, fittings, meters, cathodic protection equipment and other equipment and appurtenances, whether or not similar to the foregoing, as may be useful or convenient in connection with or incidental to the undertakings of the Company for the carriage, conveyance and transportation of water, natural and artificial gas, oil, petroleum, petroleum substances and other gaseous or liquid hydrocarbons and any products, by-products or mixtures thereof.

12. The covenants and conditions contained within each Easement, as amended hereby, 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 and assigns of the parties hereto; provided, however, that notwithstanding anything to the contrary contained in this agreement or any Easement, it is mutually agreed and understood that clauses 2 to 6 hereof shall neither extend to nor be binding upon any trustee under the Deed of Trust & Mortgage between NOVA Corporation of Alberta (formerly NOVA, AN ALBERTA CORPORATION and formerly The Alberta Gas Trunk Line Company Limited) and Montreal Trust Company dated as of May 1, 1958 as the same may be amended or supplemented.

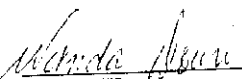
13. The clause within each Easement containing the addresses to which the parties to each such Easement may serve notices on each other is hereby deleted in its entirety and a new clause attached hereto as Schedule "B" is inserted in lieu thereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered these presents all as of the date first above written.

SIGNED AND DELIVERED
by the Owner in the presence of:

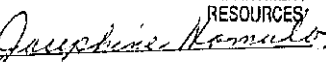

(Witness)

(Witness)

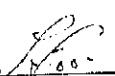

WANDA DOWIE

NOVA CORPORATION OF ALBERTA

TEAM LEADER
DEPARTMENT
RESOURCES

Per: 

TEAM LEADER
SURFACE LAND
ADMINISTRATION

Per: 

SCHEDULE "A"

Right-of-Way Agreement or
Easement Agreement

Alberta Land Titles
Registration Number and Date

Easement Agreement between John Francis Dolen and The
Alberta Gas Trunk Line Company Limited dated
January 22, 1960

6316 H.V. dated
February 12, 1960

SCHEDULE "B"

All notices, certificates or payments to be given or made hereunder shall be in writing and may be served personally or by prepaid first class mail addressed as follows:

To the Owner: R.R.#1 Cochrane, Alberta T0L 0W0

To the Company: 601 Seventh Avenue S.W.
P.O. Box 2535, Station "M"
Calgary, Alberta, Canada
T2P 2N6

or such other address, in either case, as the Owner or the Company respectively may from time to time advise, and any such notice, certificate or payment shall be deemed to be given to and received by the Addressee upon personal service or, if served by prepaid first class mail, seven (7) days after the mailing thereof.

CONSENT OF SPOUSE

I, Robert J. Dowie

Wanda Dowie

being married to the above named (the Owner) 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 said property given to me by The Dower Act, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

Spouse of Owner

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by Robert J. Dowie apart from her husband (or his wife).

2. Robert J. Dowie

acknowledged to me that she (or he)

(a) is aware of the nature of the disposition.

(b) is aware that The Dower Act, R.S.A. 1980, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.

(c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by The Dower Act, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

(d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at COCHRANE DISTRICT in the Province of Alberta, this 22nd day of MARCH 1994

A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT

DAVID J. THOMPSON
Commission Expires
August 1, 1995

I,

, of

In the Province of

(Occupation)

make oath and say:

1. That I am the Owner named in the within instrument.

2. That I am not married.

OR

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

SWORN before me at the

of , in the Province of

this day of 19

A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, DAVID J. THOMPSON, of the
Of The City Of Calgary
of , in the Province of Alberta, Land Agent
make oath and say:

1. That I was personally present and did see Wanda Dowie named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.

2. That the same was executed at the DISTRICT of COCHRANE in the Province of Alberta and that I am the subscribing witness thereto.

3. That I know the said Wanda Dowie and he (she) (each) is in my belief of the full age of eighteen years.

SWORN before me at the City

of CALGARY, in the Province of Alberta,

this 23rd day of MARCH 1994

A Commissioner for Oaths in and for the Province of Alberta

Sharon Lynn McFarbridge
By appointment expires
on April 13, 1995



CAVEAT

Tract No. 0900-322

TO THE REGISTRAR of the South Alberta Land Registration District

TAKE NOTICE that NOVA Corporation of Alberta, a body corporate with Head Office in the City of Calgary, in the Province of Alberta, claims an interest in the lands hereinafter described under and by virtue of an Amending Agreement in writing dated the 22 day of March 1994, whereby

Wanda Dowie
R.R.#1 Cochrane, Alberta T0L 0W0

the registered owner(s), for valuable consideration, agree with NOVA Corporation of Alberta to amend certain provisions of (an) agreement(s) registered in the Land Titles Office for the said South Alberta Land Registration District at Calgary as instrument number(s) 6316 H.V. on February 12, 1960 respectively, the lands being:

North West Quarter of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian as contained and described in Certificate of Title No. 861102657

Excepting thereout all mines and minerals

being lands described in Certificate of Title No. 861102657

standing in the register

in the name(s) of WANDA DOWIE (REGISTERED NURSE) OF COCHRANE, ALBERTA

and NOVA Corporation of Alberta forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

THE CAVEATOR appoints 801 Seventh Avenue S.W., P.O. Box 2535, Station M, Calgary, T2P 2N6, in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this ... 6 ... day of ... April ... 1994 ...

NOVA Corporation of Alberta
By its Agent:

LARRY LOOMES

AFFIDAVIT

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Larry Loomes
of the City of Calgary, in the Province of Alberta, Team Leader, Surface Land Administration
MAKE OATH AND SAY:

1. THAT I am the agent for the above named Caveator.
2. THAT I believe that the Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the City of Calgary
in the Province of Alberta, this ... 6 ...
day of ... April ... 1994 ...

LARRY LOOMES

Brenda Mae Isamen
A Commissioner for Oaths in and for the Province of Alberta

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

981376764

ORDER NUMBER: 58463422

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Document Registration Request

Land Titles

Box 7575 Calgary
Alberta T2P 2R4
Telephone (403) 297-6511

Box 2380 Edmonton
Alberta T5J 2T3
Telephone (403) 427-2742

Name

NOVA Gas Transmission Ltd.

Account or
Party Code No.

Cheque Cash

Address
(cash
customers
only)

Postal
Code

Amount
Enclosed

Customer's
File No.

100381/5N

Signature of Requester

S. Nagy

Return By Call Box No. Mail Country

C175 Please put in call box

Date

1998/1/24

Customer's
Special
Instructions
/ Advice

Register regardless of prior registrations on title

Register subject to last registered interest being No.

Other instructions

Telephone No.

290-7539

Documents - List in order of registration priority

Subsequent Services Requested

Registration
Priority

1

Simultaneous Discharge
of Caveat

Return duplicate

2

Register Grant under
Sec. 145 of Land Titles
Act.

Return photocopy of
C. of T. & duplicate
of W/D of Caveat.

3

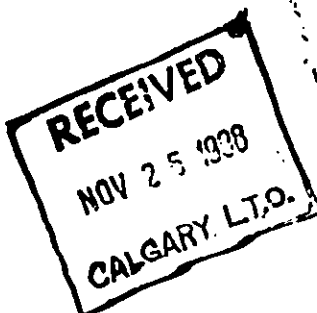
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Tract No. 9070-24

Area

GRANT OF RIGHT-OF-WAY

PROVINCE OF ALBERTA

I, (We), Wanda Dowle (Registered Nurse) of Cochrane, Alberta

hereinafter referred to as the "Grantor"), being registered as 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 certificate of title, in all that certain tract of land situate in the Province of Alberta and being composed of:

North West Quarter of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian as contained and described in Certificate of Title No. 881102657

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

DO HEREBY, in consideration of the sum of SEVEN HUNDRED SEVENTY FIVE — 50/100 Dollars (\$ 775.50), such sum including payment for all adverse effect upon the said Lands related to or arising out of this Grant of Right-of-Way, (hereinafter referred to as the "Consideration") paid or to be paid and the covenants and agreements made by:

NOVA Corporation of Alberta
a body corporate with Head Office in the City of Calgary,
in the Province of Alberta (hereinafter referred to as
the "Company");

GRANT, CONVEY and TRANSFER unto the Company, for itself, its employees, agents, contractors, subcontractors, successors and assigns, the right, licence, liberty, privilege and easement to clear and to use that portion of the said Lands, being a right-of-way, 12.00 Metres in Width

as approximated on a plan or plans of right-of-way attached hereto and as more particularly described on a plan of survey No. 951231.5 registered in the appropriate Land Titles Office (hereinafter referred to as the "Right-of-Way"), to lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and repair one or more pipelines together with all the works of the Company including, without limiting the generality of the foregoing, all such drips, valves, fittings, meters, cathodic protection equipment and other equipment and appurtenances, whether or not similar to the foregoing, as may be useful or convenient in connection with or incidental to the undertakings of the Company for the carriage, conveyance and transportation of water, natural and artificial gas, oil, petroleum, petroleum substances and other gaseous or liquid hydrocarbons and any products, by-products or mixtures thereof (all of which are collectively hereinafter referred to as the "said Works").

The aforesaid rights, licences, liberties, privileges and easements are herein granted for so long hereafter as the Company may desire to exercise same on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Company:

MANNER OF PAYMENT OF CONSIDERATION

1.1 The Consideration shall be paid in the following manner:

- (a) Fifty Dollars (\$50.00) by cheque or draft of the Company or its agent upon execution and delivery of this Grant of Right-of-Way (receipt of which sum is hereby acknowledged); and
- (b) The balance of SEVEN HUNDRED TWENTY FIVE — 50/100 Dollars (\$ 725.50) by cheque or draft of the Company or its agent payable to the Grantor or others interested in the said Lands as purchaser, mortgagee, encumbrance or otherwise (hereinafter referred to as "Other Interested Parties") upon the obtaining of all postponements or discharges necessary to provide the Company with the Right-of-Way free and clear of all encumbrances, liens and interests whatsoever.

1.2 It is expressly acknowledged and agreed that the Company may use and pay all or any part of the balance of the Consideration referred to in paragraph 1.1(b) to obtain postponements and discharges therein referred to.

ADDITIONAL TERMS AND CONDITIONS

2. In this Grant of Right-of-Way the terms defined below shall have the following meanings ascribed to them:

"Registered Owner" shall mean a person who, ninety (90) days prior to the Payment Date, appears as a registered owner of the said Lands on the records of the applicable Land Titles Office;

"Payment Date" shall mean the 30 day of June, 1994, and the same day in each succeeding year, in respect of any Annual Payment or annual compensation that may be or may become payable under this Grant of Right-of-Way.

N 141 125 474

3. Clause 3 set forth in Schedule "A" hereto is incorporated by reference and made a part of this Grant of Right-of-Way.

4.1 If at any time the Company shall require the Right-of-Way for any of the said Works to be located above ground, the Company shall consult with the Grantor as to the appropriate location of such Works and shall locate such Works, insofar as may be practicable so to do, in such a fashion as to provide a minimum of inconvenience to the Grantor. Upon furnishing to the Grantor a plan of the intended location, the Company shall have the right to fence and use such portions of the Right-of-Way as may, in its opinion, be required.

4.2 Notwithstanding anything herein contained to the contrary, the Grantor hereby grants, conveys and transfers unto the Company, for itself, its employees, agents, contractors, subcontractors, successors and assigns, the right, licence, liberty, privilege and easement to clear and to use a portion of the said Lands, being a right-of-way ten (10) metres in width, as may be reasonably required by the Company for convenient access, on foot, by vehicle and with machinery, within and across the said Lands to the said Works located above ground (the "Access Right-of-Way") provided, however, that the Company shall have no right to use the Access Right-of-Way until such time as the Company has consulted with the Grantor with respect to the location of the Works referred to in subclause 4.1 hereof. The Company shall consult with the Grantor with respect to the location of the Access Right-of-Way within the said Lands, and to the extent practicable such Access Right-of-Way shall encompass existing roads, trails and gates located within the said Lands.

4.3 On each Payment Date for so long as the Company shall require the Right-of-Way for any of the Works to be located above ground, the Company agrees to pay to the Registered Owner annual compensation for any inconvenience caused by the Works and the Access Right-of-Way referred to in subclauses 4.1 and 4.2 hereof, and for all damage caused by fencing any such portion of the Right-of-Way and the Company's use of the Access Right-of-Way. Payments made annually pursuant to this subclause 4.3 are subject to review and adjustment upon the written request of the Registered Owner 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 matter shall be referred to and determined by three (3) disinterested arbitrators as described in clause 12 hereof.

5. The Company shall compensate the Grantor and/or Other Interested Parties, as their respective interests for the time being may appear, for all damage occurring as a result of the construction or operation of the said Works including, without limiting the generality of the foregoing, all damage done to any crops, pasture, timber, trees, hedges, produce, water ways, artesian springs, livestock, buildings, fences, culverts, bridges, lanes, improvements or equipment on the said Lands by reason of the exercise of the rights herein granted.

6. The Company, insofar as may be practicable so to do, shall bury and maintain all pipe so as not to interfere unreasonably with the ordinary cultivation of the said Lands and shall restore all drains damaged or disturbed in accordance with good drainage practice.

7. It is further agreed that the Company may at any time for whatsoever reason or cause, at its election on notice in writing to the Grantor, terminate this Grant of Right-of-Way and the same thereafter shall be of no further effect and the Company shall stand relieved of all obligations, other than those which accrued prior to the date of termination, provided, however, that upon the termination of this Grant of Right-of-Way, the Company, if this agreement shall then have been registered, shall forthwith at its expense procure the cancellation of such registration.

8. Upon the abandonment of the said Works and the termination of all the rights hereby granted, the Company may, at its option, leave and abandon in place any of the said Works which have been buried and shall in any event, insofar as may be practicable so to do, restore the surface of the Right-of-Way to the same condition as it was prior to the entry thereon and the use thereof by the Company.

9. Subject always to the rights herein granted, the Grantor shall have the right fully to use and enjoy the said Right-of-Way to the extent that such use does not interfere with the rights herein granted to the Company. Without limiting the generality of the foregoing the Grantor shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the said Right-of-Way any pipe, pit, well, foundation, pavement or other structure or installation or do or permit to be done any mining, quarrying, land levelling or other work or activity of any like or similar nature on, in or under the Right-of-Way.

10. Subject to clause 9, where the Grantor notifies the Company in writing that the Grantor wishes to make a non-recurring agricultural improvement (other than a normal farming operation) which can be practically made to the said Lands, and the cost of making such an improvement is increased by the existence of the said Works, the Company agrees to reimburse to the Grantor the increase in cost of making such an improvement which is a direct result of the existence of the said Works. If the Company and the Grantor fail to agree within ninety (90) days of any such notification as to the practicality of making the proposed improvement or the amount of the increase in cost of making any such improvement which is directly a result of the existence of the said Works, then the matters in dispute shall be referred to and determined by three (3) disinterested arbitrators as described in clause 12 hereof.

11. The Company shall, insofar as may be practicable so to do, separate and save the topsoil on the Right-of-Way prior to construction and replace it following construction.

12. If the Grantor and the Company cannot agree on any amount to be paid pursuant to clause 4, the amount of compensation for damage to be paid pursuant to clause 5, any of the matters referred to in clause 10, or any other matter in relation to which this clause 12 is expressly referred to, the matter or matters at issue shall be submitted to, and determined by, three (3) disinterested arbitrators; one to be appointed by the Grantor, one by the Company and the third by the two arbitrators so appointed, and any decision of any two of such three arbitrators shall be final and conclusive provided that, in all respects, the provisions of the Arbitration Act of the Province of Alberta, as amended from time to time, shall apply. The costs of and incidental to any arbitration are to be determined and awarded as the arbitrators may, in their sole discretion, decide.

13. The Company shall pay all rates and taxes that may be assessed and levied from time to time against the said Works, its interest in the said Lands or in connection with its operations therein and thereon.

14. The Company, upon performing and observing the terms and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licences, liberties, privileges and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through or under the Grantor.

15. It is understood and agreed that notwithstanding any provision in this Grant of Right-of-Way and notwithstanding any rights that any person having an interest may have in law or in equity, should the Company fail to pay any payment payable hereunder, including any payment which may be payable under subclauses 3.1 or 4.3 hereof, the sole remedy of any such person having an interest shall be to recover from the Company such amount 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 hereunder.

16. This Grant of Right-of-Way may be assigned by the Company in whole or in part as to all or any portion of the rights, licences, liberties, privileges and easements hereby granted, transferred and conveyed.

17. The Company covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions arising by reason of the exercise of the rights herein granted to the Company save and except liabilities, damages, costs, claims, suits or actions arising through the gross negligence or wilful misconduct of the Grantor. Notwithstanding the foregoing, the Company shall not in any event be liable for consequential damages. In the event that any of the said Works are abandoned in place, this covenant shall survive the termination of the Grant of Right-of-Way and shall continue to bind the Company for so long thereafter as any of the said Works remain on or under the Right-of-Way.

18. The rights, licences, liberties, privileges and easements 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 Grant of Right-of-Way, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title and assigns of the parties hereto.

19. If any provision of this Grant of Right-of-Way 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 Grant of Right-of-Way shall continue in full force and effect.

20. This Grant of Right-of-Way sets forth the entire agreement and understanding between the parties hereto, and the Grantor agrees that there are no other prior representations affecting this Grant of Right-of-Way, other than as are herein set forth or as may be set forth in an agreement in writing between the parties made subsequent hereto.

21. This Grant of Right-of-Way shall be construed in accordance with the laws in force in the Province of Alberta.

22. Words herein importing number or gender shall be construed in grammatical conformance with the context of the party or parties in reference.

23. All notices, certificates or payments to be given or made hereunder shall be in writing and may be served personally or by prepaid first class mail addressed as follows:

to the Grantor: R.R.#1 Cochrane, Alberta T0L 0W0

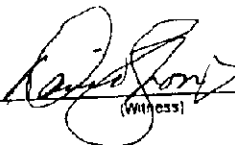
to the Company: 801 Seventh Avenue S.W.
P.O. Box 2535, Station 'M'
Calgary, Alberta T2P 2N6

or such other address, in either case, as the Grantor or the Company respectively may from time to time advise, and any such notice, certificate or payment shall be deemed to be given to and received by the Addressee upon personal service or, if served by prepaid first class mail, seven (7) days after the mailing thereof.

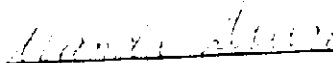
IN WITNESS WHEREOF, the Grantor and the Company have executed and delivered these presents this 22nd day of March, 1994.

SIGNED AND DELIVERED

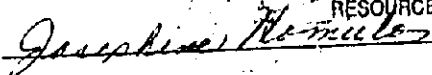
by the Grantor in the presence of:

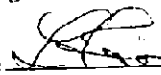

(Witness)

(Witness)


WANDA DOWIE

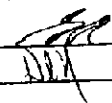
NOVA CORPORATION OF ALBERTA TEAM LEADER
DEPARTMENT
RESOURCES

Per: 

Per: 

TEAM LEADER
SURFACE LAND
ADMINISTRATION

APPROVED



(Delete and initial one of the following boxes)

3.1 On each Payment Date for the duration of this Grant of Right-of-Way, the Company agrees to pay to the Registered Owner, in the proportion of such Registered Owner's interest in the said Lands as indicated on the records of the applicable Land Titles Office, an aggregate amount (hereinafter referred to as the "Annual Payment") calculated and payable as hereinafter set forth.

3.2 Notwithstanding subclause 3.1 hereof, it is understood and agreed that should the said Lands, in the Company's sole opinion, be used at any time for purposes of a commercial or industrial nature, be included within the boundaries of any city, town, village, summer village or hamlet, be approved for subdivision for country residential use or be transferred to the Crown, the obligation of the Company to make the Annual Payments provided for in this clause 3 shall terminate.

3.3 On each of the first five Payment Dates the Company will pay to the Registered Owner an Annual Payment equal to
FIVE HUNDRED SEVENTEEN $\frac{00}{100}$ Dollars (\$ *517.00*).

3.4 On each Payment Date thereafter the Company will pay to the Registered Owner an Annual Payment determined pursuant to subclause 3.5 hereof.

3.5 (a) Within the period commencing on the ninetieth day prior to the sixth Payment Date and ending on the sixth Payment Date, and within each period commencing on the ninetieth day prior to each fifth Payment Date thereafter and ending on each such fifth Payment Date for the duration of the Company's obligation to pay Annual Payments hereunder, the Company shall provide the Registered Owner with the Company's determination of the bare land per acre value upon which the Annual Payment shall be calculated, as at the commencement of each such period, in accordance with the following formula:

$$AP = V \times A \times D.2$$

where:

AP = Annual Payment;

V = bare land per acre value determined by the Company;

A = number of acres contained within the Right-of-Way.

Upon the Registered Owner agreeing to accept the Annual Payment as calculated above, such agreement shall be confirmed in a memorandum signed by the Registered Owner and the Company;

(b) Should the Registered Owner fail to agree to accept the Annual Payment as calculated in paragraph 3.5(a) for any reason within thirty (30) days from the day that the Company provided the Registered Owner with the Company's determination of the bare land per acre value as provided for in paragraph 3.5(a), the Company and the Registered Owner shall attempt to agree upon the appointment of a person as an appraiser. Failing agreement for any reason as to such appointment within a further fourteen (14) days, the Company shall appoint a person as an appraiser. In either event such person shall not be an employee of the Company, but shall hold the designation of Accredited Appraiser Canadian Institute (hereinafter referred to as the "appraiser"). The appraiser shall determine the en bloc per acre value of the said Lands as bare lands without any buildings, fixtures or other improvements within, upon or under the said Lands (hereinafter referred to as the "Land Value") and shall prepare an appraisal report respecting the said Lands and the Land Value thereof (hereinafter referred to as the "appraisal"). The Land Value set forth in the appraisal shall be determined as of the first day of the applicable period described in paragraph 3.5(a). The appraisal shall be prepared in accordance with the standards, ethics and practices established by the Appraisal Institute of Canada. A copy of the appraisal shall be provided to the Company and the Registered Owner. The Land Value so determined shall be binding upon the Company and the Registered Owner, and thereafter the Annual Payment shall be calculated as follows:

$$AP = LV \times A \times 0.2$$

where:

AP = Annual Payment;

LV = en bloc bare land per acre value as detailed in the appraisal;

A = number of acres contained within the Right-of-Way.

The Annual Payment determined in accordance with this subclause 3.5 shall be payable pursuant to subclause 3.4 hereof on the Payment Date immediately following the first day of the applicable period described in paragraph 3.5(a), and on the four Payment Dates immediately following thereafter.

3.6 The Registered Owner shall be entitled to interest on any portion of an Annual Payment due and not paid within thirty (30) days after the applicable Payment Date at the Bank Rate, being the minimum rate at which the Bank of Canada makes short-term advances to the chartered banks, existing at such Payment Date plus one (1%) per cent, from such Payment Date until full payment of such portion is made. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

OR

3.1 In the event the Company constructs additional pipelines within the Right-of-Way, it shall pay to the Grantor a sum equal to the amount, if any, by which the portion of the Right-of-Way actually required in the construction of the additional pipeline or pipelines has increased in market value over the amount paid in relation to such portion of the Right-of-Way under this Grant of Right-of-Way at the time of the immediately preceding pipeline construction. The Company shall specify the portion of the Right-of-Way required prior to the construction of such additional pipeline or pipelines.

3.2 If the Grantor and the Company cannot agree on the amount, if any, by which the portion of the Right-of-Way actually required in the construction of the additional pipeline or pipelines has increased in market value, as described in subclause 3.1 hereof, such amount shall be referred to and determined by three (3) disinterested arbitrators as described in clause 12 hereof.

Robert J. Dowie
Wanda Dowie

being married to the above named (the Grantor) 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 power rights in the said property given to me by The Dower Act, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

Signature of Grantor

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

This document was acknowledged before me by Robert J. Dowie apart from her husband (or his wife).

acknowledged to me that she (or he)

2. Robert J. Dowie

(a) is aware of the nature of the disposition.

(b) is aware that The Dower Act, R.S.A. 1980, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.

(c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by The Dower Act, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

(d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at Cochrane District in the Province of Alberta

this 22nd day of March 1994

[Signature]
A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT

DAVID J. THOMPSON
Commission Expires
August 1, 1995

I,

, of

in the Province of

(Occupant)

make oath and say:

1. That I am the Grantor named in the within instrument.

2. That I am not married.

OR

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

SWORN before me at the

of in the Province of

this day of 19

A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, DAVID J. THOMPSON of the City of Calgary
of in the Province of Alberta, Land Agent
make oath and say:

1. That I was personally present and did see Wanda Dowie named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.

2. That the same was executed at the District of Cochrane in the Province of Alberta and that I am the subscribing witness thereto.

3. That I know the said Wanda Dowie and he (she) (each) is in my belief of the full age of eighteen years.

SWORN before me at the City

of Calgary in the Province of Alberta,

this 23rd day of March 1994

[Signature]
Sharon Lynn McFetridge
My appointment expires
on April 13, 1995
A Commissioner for Oaths in and for the Province of Alberta

RECEIVED 1966 12 01
OFFICE OF THE ATTORNEY GENERAL
STATE OF TEXAS
AT DALLAS 002761006

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

091240022

ORDER NUMBER: 58630627

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

ALBERTA RIGHT-OF-WAY AGREEMENT

I (WE) DORIS E MCDOUGALL of COCHRANE, in the Province of ALBERTA, (hereinafter called "the Grantor(s)") being the registered owner(s) or entitled to become the registered owner(s) of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified on existing Certificate of Title and situate in the Province of Alberta, namely:

MERIDIAN 5 RANGE 4 TOWNSHIP 28

SECTION 9

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES	MORE OR LESS
ROAD	1060Q	1.70	4.20	
SUBDIVISION	9511999	11.22	27.7	
SUBDIVISION	9710834	10.817	26.73	

EXCEPTING THEREOUT ALL MINES AND MINERALS

AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN CERTIFICATE OF TITLE NO.: 981 011 618

Excepting thereout all MINES and MINERALS in all of that certain tract of land (hereinafter called "the said lands"). In consideration of the sum of — FIVE HUNDRED (\$500.00) — Dollars (receipt of which is hereby acknowledged) paid to the Grantor by

HARMATTAN GAS PROCESSING LIMITED PARTNERSHIP

By its General Partner

TAYLOR PROCESSING INC.

(hereinafter called the "Grantee") and in consideration of the covenants hereinafter contained I DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER, to and unto the Grantee, its successors and assigns a right-of-way across, over, under, on or through the said lands to construct, operate and maintain a pipeline ~~or pipelines~~ including accessories and appurtenances and for any other purpose preparatory or incidental thereto including the right to repair, add to, or replace the said pipeline ~~or pipelines~~.

The Grantor and the Grantee hereby covenant and agree to the following terms and conditions:

1. FILING PLAN OF SURVEY

The Grantee agrees that on or before two years after the date the additional payment is made as stated in Clause 3 the Grantee will file at the appropriate Land Titles Office a Plan of Survey of the right-of-way ~~—10—~~ meters in width across the said lands in the approximate location as shown on a sketch plan initialled by the parties and delivered to the Grantor upon signing of this agreement. If the Grantee has not either filed a Plan of Survey within the two year period, or should the Grantee not forward to the Grantor a Plan of Survey showing the location of the right-of-way to be substantially in the location shown on the sketch plan, on or before two years from the date hereof, this agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the said lands.

2. PARTIAL WITHDRAWAL AND DISCHARGE OF RIGHT-OF-WAY

Upon filing the Plan of Survey at the appropriate Land Titles Office, the Grantee shall cause to be registered such documents as shall restrict this agreement and the rights herein granted to the right-of-way shown upon the Plan of Survey.

3. ADDITIONAL PAYMENT

Upon the filing of the Plan of Survey at the Land Titles Office or prior to commencing any construction on the said lands, whichever occurs first; the Grantee shall pay an additional consideration to the Grantor calculated at the rate of ~~—FIVE THOUSAND FIVE HUNDRED DOLLARS— (\$5,500.00)~~ per acre of right-of-way shown on the Plan of Survey which has been or will be filed. If the additional consideration is not paid to the Grantor by ~~June 30, 2012~~ June 30, 2011, the agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the said lands.

4. PROTECTION OF RIGHT-OF-WAY

(a) Subject to the following, the Grantor shall have the right to use and enjoy the right-of-way:

- i. The Grantor shall not use the right-of-way for any purpose which might either interfere with the rights granted herein to the Grantee, or incur a liability for damages to the Grantee without the prior written consent of the Grantee; including, in particular:

No permanent structures may be erected on the right-of-way by the Grantor without the written consent of the Grantee.

- ii. The Grantor hereby indemnifies and saves harmless the Grantee from all actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses which the Grantee may pay or incur as a result of or in connection with any use by the Grantor of the right-of-way.

(b) The Grantee shall be responsible for and compensate the Grantor for reasonable additional costs incurred by the Grantor which may be caused by the existence of the said pipeline, pipelines, and right-of-way, in connection with the excavation, drilling, installation, erection, repair or construction for any permitted operation for agricultural or related purposes across, over or under, on or through the right-of-way.

5. REMOVAL OF PROPERTY

Notwithstanding any rule of law or equity, the pipeline or pipelines shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the said lands and shall at any time and from time to time be removable in whole or in part by the Grantee.

6. DAMAGES

The Grantee shall pay compensation for any and all damage where such damage occurs as a result of the operations of the Grantee; its servants, agents or contractors.

7. LIABILITY

The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance and/or repairs of the said pipeline or pipelines and/or any related fixtures and appurtenances affixed to the right-of-way other than through wilful damage or gross negligence by the Grantor.

8. TOPSOIL

Insofar as it may be practicable to do so, the Grantee shall, unless otherwise requested by the Grantor; strip the topsoil from the ditch line prior to construction such width as may be required under good oil field practices and in compliance with existing regulations and replace the topsoil as near as possible to its original condition following construction.

9. TAXES

The Grantee shall pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands and installation, or in connection with its operations thereon.

10. ABOVE GROUND INSTALLATION

The Grantee shall, so far as may be practicable, locate any above ground installation in such a fashion as to provide a minimum of inconvenience to the Grantor. The Grantee agrees to compensate the Grantor for such above ground installation by separate agreement and failing such agreement within sixty (60) days from the date of such installation, the matter of compensation shall be submitted to arbitration as hereinafter provided.

11. ADDITIONAL PIPELINES

The Grantor acknowledges and agrees that there shall be initially constructed in the right-of-way one pipeline. The Grantee has the right to construct and install additional pipeline and/or pipelines within the right-of-way. The Grantee shall pay to the Grantor or his assigns a sum calculated at a rate per acre to be agreed upon between the Grantor and the Grantee for that portion of the right-of-way utilized for the construction and installation of the additional pipeline or pipelines. PROVIDED ALWAYS that the Grantee may at the Grantee's sole discretion in relation to any such additional pipeline and/or pipelines, lay more than one pipeline in the same construction operation; and that construction shall not be delayed by the provisions of this Article.

12. DISCONTINUANCE AND ABANDONMENT

Upon the discontinuance of the use of the said right-of-way and of the exercise of the right(s) hereby granted, the Grantee shall restore the said lands to the same condition, so far as may be practicable to do so, as the said lands were prior to the entry thereon and the use thereof by the Grantee:

PROVIDED HOWEVER, that the Grantee may, at its option, leave and abandon the said pipeline or pipelines in place. The Grantee agrees to withdraw and discharge any encumbrance registered in the Land Titles Office pertaining to this agreement upon abandonment of the said right-of-way.

13. DISCHARGE OF ENCUMBRANCES

The Grantee shall have the right at its option, to pay or discharge any balance owing under any agreement of sale or mortgage or any tax charge, lien or encumbrances of any kind or nature whatsoever, which may exist prior to the registration of this agreement, upon or against or in any way affecting the said lands, in which event the Grantee shall be subrogated to the rights of the holder or holders thereof and may, in addition to exercising and enforcing such rights, at its option, apply and credit the amount so paid by it, to the consideration as set forth above in this agreement.

14. ARBITRATION

If the amount for compensation for damages, and/or above ground structures, and/or additional pipelines payable cannot be agreed upon by the Grantor and the Grantee, the matter at issue shall be determined by three disinterested arbitrators, and the decision of any two of such three arbitrators shall be final and conclusive; PROVIDED THAT in all other respects the provision of the arbitration legislation then in force in the Province of Alberta shall apply to each submission. In any event, the responsibility for the arbitration costs shall be determined by the appointed arbitrators.

15. DEFAULT

Notwithstanding anything herein contained to the contrary, the Grantee shall not be in default in the performance of any of its covenants or obligations under this Agreement, unless and until the Grantor has notified the Grantee in writing of such default and the Grantee has failed to commence action to remedy the same within thirty (30) days of the receipt of such notice. For the purpose of this clause, a letter by the Grantee of its intent to remedy a default shall constitute a commencement of action to remedy the said default.

16. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations under this agreement, to the extent that the performance of such obligations or any of them is delayed by circumstances, existing or future, which are beyond the control of the Grantor or the Grantee.

17. ADDITIONAL TERMS

Any additional terms, expressed or implied, shall be of no force or effect unless made in writing and agreed by the Grantor and the Grantee.

18. ASSIGNMENT

All the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the executors, administrators, successors, and assigns of the Grantor and the Grantee respectively.

19. QUIET ENJOYMENT

The Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties and easements, hereby granted without hindrance, molestation or interruption on the part of the Grantor or any person claiming by, through, under or in trust for the Grantor for so long thereafter as the Grantee, his successors and assigns continues to use the right-of-way for the purposes herein set forth.

20. NOTICES

All notices to be given hereunder may be given by registered letter addressed to
The Grantee at **1700, 355 - 4 AVENUE SW, CALGARY, AB T2P 0J1**
And to the Grantor at **BOX 928, COCHRANE, AB T4C 1A9**

Or such other addresses as the Grantor and the Grantee may respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and received by the addressee fourteen (14) days after the mailing thereof, postage prepaid and registered.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto set their hand and seal this 12 day
Of August, A.D., 2009.

SIGNED, SEALED AND DELIVERED
In the presence of:


Stacey McMillan (Witness)

GRANTOR:


DORIS E MCDUGALL

GRANTEE: **HARMATTAN GAS PROCESSING LIMITED
PARTNERSHIP
By its General Partner
TAYLOR PROCESSING INC.**

(Witness)

Per: _____
RANDY TOONE
Divisional Vice President
Field Gathering and Processing Operations

CONSENT OF SPOUSE

I, _____ being married to the above named _____
(Grantor) 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 said property given to me by the Dower Act, to the extent necessary to give effect to the said disposition.

Spouse of Grantor

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;
 - (b) Is aware that the Dower Act, gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
 - (c) Consent to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by the Dower Act, to the extent necessary to give effect to the said disposition.
 - (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 this _____ day of _____, A.D., 2009.

POWER AFFIDAVIT

I, Doris E McDougall of Cochrane in the Province of Alberta, land owner
(Occupation)

make oath and say:

1. THAT I am the Grantor named in the written instrument.
2. THAT I am not married

OR

- ~~3. THAT neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.~~

SWORN before me at the district)
Of Cochrane in the)
Province of Alberta this 12)
Day of August, 2009.)

A Commissioner for Oaths in and for the Province of Alberta

STACEY McMILLAN

A Commissioner for Oaths
in and for the Province of Alberta

Expiry: 04/29/2010

Doris E McDougall

AFFIDAVIT OF EXECUTION

I, Stacey McMillan of Calgary in the Province of Alberta, Land Agent

MAKE OATH AND SAY:

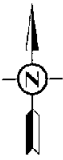
1. I was personally present and did see **DORIS E MCDOUGALL** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at Cochrane, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said **DORIS E MCDOUGALL** and he (she) is in my belief of the full age of eighteen years.

SWORN before me at the city)
Of Calgary in the)
Province of Alberta this 13)
Day of August, 2009.)

JONATHAN LORNE MCKENZIE

A Commissioner for Oaths
in and for the Province of Alberta
My Commission expires April 16, 2011

Stacey McMillan

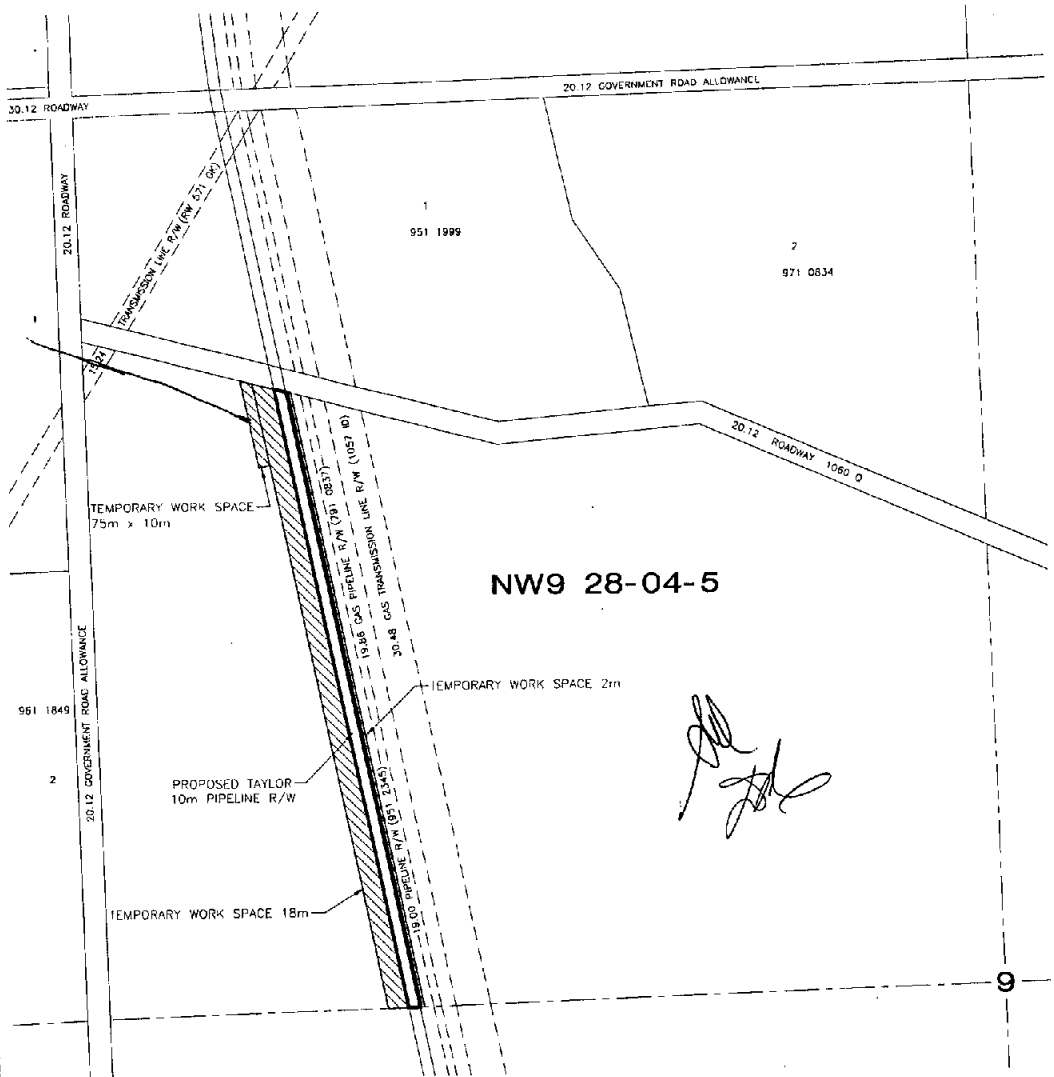


HARMATTAN TO COCHRANE DELIVERY PIPELINE

**PROPERTY SKETCH
SHOWING LOCATION FOR
PROPOSED NEW PIPELINE**

COUNTY OF: **ROCKYVIEW NO.44**

LEGAL DESCRIPTION: **NW9 28-04 W5M**



OWNER:
DORIS F. MCDOUGALL
C. of I. No.:
981 011 618

 PERMANENT EASEMENT = 0.56 ha (1.39 acres)
 TEMPORARY WORK SPACE = 1.21 ha (2.99 acres)

 **SUNSTONE
PROJECTS LTD.**

ALL DISTANCES AND AREAS ARE APPROXIMATE AND ARE BASED ON A.E.P. DIGITAL
PARCEL MAPPING DATA FILES.

PLAT DATE Apr 20/09 REV. 0	DWG FILE 528004	DWG SCALE 1:5000
PROJECT NO 200541	DRAWING NO A-0541-A-528004NW9A	



091240022

091240022 REGISTERED 2009 08 17
UTRW - UTILITY RIGHT OF WAY
DOC 1 OF 1 DRR#: C05D829 ADR/TNICHOLL
LINC/S: 0027046036