

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

972240882

ORDER NUMBER: 45630068

ADVISORY

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GRANT OF RIGHT-OF-WAY
PROVINCE OF ALBERTA

I, (We), Carl Friberg of Box 58 LaGlace Alberta T0H 2J0

(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 Twelve (12), Township Seventy-Three (73), Range Nine (9), West of the Sixth Meridian
as contained and described in Certificate of Title No. 902240456

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 - Four Hundred Thirty Five 60. Dollars (\$ 435.60), 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 in:

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, 11.00 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. 41501051 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 - Three Hundred Eighty Five 60. Dollars (\$ 385.60) by cheque or draft of the Company or its agent payable to the Grantor or others interested in the said Lands as purchaser, mortgagee, encumbrancer 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 15 day of March, 19⁸⁷, 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.

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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: P.O. Box 58 La Glace, Alberta T0H 2J0

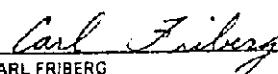
to the Company: 801 Seventh Avenue S.W.
P.O. Box 2535, Station 'M'
Calgary, Alberta T2P 2N6

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 10th day of AUGUST 1993.

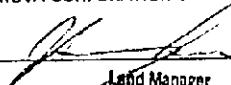
SIGNED AND DELIVERED
by the Grantor in the presence of:

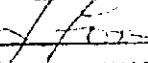

(Witness)
P.J. (Pat) Hammerschmidt


CARL FRIBERG

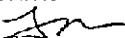
(Witness)

NOVA CORPORATION OF ALBERTA

Per: 
Land Manager

Per: 
TEAM LEADER
SURFACE LAND
ADMINISTRATION

APPROVED



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
 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 Grantor

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

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

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 in the Province of , this day of 19

A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT

I, Carl Friberg, of La Glace

in the Province of Alberta

(Occupation)

make oath and say:

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

OR

C. F. V. (Signature) my self or my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at the .. District

of La Glace, in the Province of Alberta
 this 10th day of AUGUST, 1993

Carl Friberg

CARL FRIBERG

Patrick Hammerschmidt
 City Appraiser's Express
 2005 RR, 1993

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

TO WIT:

, PATRICK HAMMERSCHMIDT, of the CITY

of EDMONTON, in the Province of Alberta, Land Agent

make oath and say:

1. That I was personally present and did see Carl Friberg 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 in the Province of Alberta and that I am the subscribing witness thereto.
3. That I know the said Carl Friberg and he (she) (each) is in my belief of the full age of eighteen years.

SWORN before me at the CITY

of EDMONTON, in the Province of Alberta,

this 11th day of August, 1993

S. Murdoch

P.T. (Pat) Hammerschmidt

A Commissioner for Oaths in and for the Province of Alberta

Dorothy M. Murdoch

My appointment expires

January 03, 1996 J.R.

972-240882 REGISTERED 1967 03 13
UPPER = UTILITY RIGID OR WAX
TYPE 2 CRYSTAL RIGID; POLY(1,4-PHENYL)
THERSES; OXYDOPAINE

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