

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

912051953

ORDER NUMBER: 45630068

ADVISORY

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AS TO THE NW-12-73-9-06

CONSENT OF SPOUSE

I, OLIVE ANDERSON
KENNETH NORMAN ANDERSON being married to the above named
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.
[Signature]
Spouse of Grantor

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by OLIVE ANDERSON
apart from her husband (or his wife).
 2. OLIVE ANDERSON
(a) Is aware of the nature of the disposition, acknowledged to me that she (or he)
(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 SEXSMITH, in the Province of Alberta, this 15 day of OCTOBER
A.D. 1988.

[Signature]
A Commissioner for Oaths in and for the Province of Alberta
Kenneth James Walker
My appointment expires
on September 21, 1990

912051653
DEFW - UTILITY RIGHT OF WAY
DOC 2 OF 2
LINC/S: 0014842207
REGISTERED 1991 03 04
2 DEFW: 2651709 ADR/GCAMPION
2012791935

AS TO THE NW-12-73-9-06
AFFIDAVIT

1. Kenneth Norman Anderson of Sexsmith
in the Province of Alberta, Farmer
(Occupation)

1. That I am the Grantor named in the within instrument.
2. That I am not married. KN/A
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 Sexsmith District
of Sexsmith, in the Province of Alberta,
this 13 day of OCTOBER, A.D. 19 88.

[Signature]
KENNETH NORMAN ANDERSON

[Signature]
A Commissioner for Oaths in and for the Province of Alberta
Kenneth James Walker
My appointment expires
on September 21, 1990

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:
1. Kenneth James Walker of the CITY
of Calgary, in the Province of Alberta, Land Agent
make oath and say:

1. That I was personally present and did see Kenneth Norman Anderson
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 Sexsmith District
in the Province of Alberta and that I am the subscribing witness therein.
 3. That I know the said Kenneth Norman Anderson
and he (she) (each) is in my belief of the full age of eighteen years.
- SWORN before me at the Sexsmith District
of Sexsmith, in the Province of Alberta,
this 21 day of OCTOBER, A.D. 1988.

[Signature]
A Commissioner for Oaths in and for the Province of Alberta
Sharon Lynn McFarlane
My appointment expires
on April 13, 1989

KENNETH NORMAN ANDERSON

R.R. #1, Sexsmith, Alberta T0H 3C0

PKA KNA.

✓NW-12-73-9-W6M/NE 12-73-9-W6M

Sexsmith
23

February
Alberta 91

Kenn W Anderson
KENNETH NORMAN ANDERSON

Patrick Hammerschmidt
My appointment expires
July 30, 1992

2-580-16

(a) - ONE HUNDRED —

Dollars (\$ 100.00) 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) Subject to clause 1.3 hereof, the balance of - ONE THOUSAND FIFTY —
Dollars (\$1015.40) by cheque or draft of the Company or its agent shall be payable, on or before the 1st day of March 1989 (the "Early Termination Date"), to the Grantor or others interested in the said Lands as purchaser, mortgagee, encumbrancee or otherwise (herein and/or referred to as "Other Interested Parties") for 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 subclause 1.1(b) to obtain postponements and discharges therein referred to.

1.3 Notwithstanding anything contained herein to the contrary, in the event that the Company does not pay an amount equal to the monies described in subclause 1.1(b) hereof to the Grantor or Other Interested Parties on or before the Early Termination Date, this Grant of Right-of-Way shall terminate upon notice by either of the parties hereto effective as of the Early Termination Date and neither of the parties hereto shall have any further obligations hereunder, and no further monies (including the monies described in subclause 1.1(b) hereof) shall be payable whatsoever, provided, however, that the Company shall compensate the Grantor, in accordance with the provisions of clauses 3 and 11 hereof, for all damage which occurred prior to the Early Termination Date as a result of the exercise of the rights herein granted.

LA100 V1.3 RD
0.4K Buffer
DPS: 005.....

APrinter Settings :

THERE ARE NO WRITS OF EXECUTION OR OTHER INSTRUMENTS REGISTERED
IN THE GENERAL REGISTER OF THE NORTH ALBERTA LAND REGISTRATION
DISTRICT, WHICH AFFECT LAND OF:

ANDERSON ,KENNETH NORMAN

EXEMPTION

WRIT
902 113 052 DATE: 90/05/21 \$ 50.00 & COSTS ACT#: 1
DEBTOR(S): 1 OF 1 ANDERSON KENNETH
LABOURER
ADDRESS: 9 APACHE CRES.
LEDUC ALTA
CREDITOR: HER MAJESTY THE QUEEN (ALBERTA)
SOLICITOR: ATTORNEY GENERAL'S DEPT.
ADDRESS: EDMONTON, ALTA.

WRIT
902 225 819 DATE: 90/09/23 \$ 3,858.35 & COSTS ACT#: 8803 16390 2
DEBTOR(S): 1 OF 1 ANDERSON KEN
CONTRACTOR
ADDRESS: 16, 6220 - 172 STREET,
EDMONTON ALTA T5C3K4
CREDITOR: AMERICAN EXPRESS CANADA INC
SOLICITOR:
ADDRESS:

WRIT
902 343 380 DATE: 90/11/27 \$ 212.16 & COSTS ACT#: 9003 22440 3
DEBTOR(S): 1 OF 1 ANDERSON KEN
UNKNOWN
ADDRESS: 4301 - 41 AVE
DUNNYVILLE ALTA T9N2E5
CREDITOR: TRIANGLE MECHANICAL LTD
SOLICITOR:
ADDRESS:

GC.L/

A.D. REGISTRAR

Area NW 6.00 ac.
2.43 ha.
NE 0.76 ac.
0.308 ha.

Grant Of Right-Of-Way

PROVINCE OF ALBERTA

I, (We),

KENNETH NORMAN ANDERSON (FARMER) of

SEXSMITH

In the Province of Alberta,
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:

The 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. 69-R-251

The North East 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. 137-H-282

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 ONE THOUSAND ONE HUNDRED FIFTY FIVE ⁴⁰/₁₀₀
Dollars (\$ 1115.40), 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, free and clear of all encumbrances, liens and interests whatsoever and 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,

twenty-five (25) 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. 882-2268 ^{OK}
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 carrying,
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. MANNER OF PAYMENT OF CONSIDERATION

1.1 The Consideration shall be paid in the following manner:

(a) - ONE HUNDRED ⁴⁰/₁₀₀
Dollars (\$ 100.00) 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);

(b) Subject to clause 1.3 hereof, the balance of ONE THOUSAND FIFTY FIVE ⁴⁰/₁₀₀
Dollars (\$ 1015.40) by cheque or draft of the Company or its agent shall be payable, on or before the
of March 1889 (the "Early Termination Date"), to the Grantor or others interested in the said Lands as purchaser,
mortgagee, encumbrancee or otherwise (hereinafter referred to as "Other Interested Parties") for 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
sub-clause 1.1(b) to obtain postponements and discharges therein referred to.

1.3 Notwithstanding anything contained herein to the contrary, in the event that the Company does not pay an amount equal to the monies described
in sub-clause 1.1(b) hereof to the Grantor or Other Interested Parties on or before the Early Termination Date, this Grant of Right-of-Way shall ter-
minate upon notice by either of the parties herein effective as of the Early Termination Date and neither of the parties hereto shall have any further
obligations hereunder, and no further monies (including the monies described in sub-clause 1.1(b) hereof) shall be payable whatsoever provided,
however, that the Company shall compensate the Grantor, in accordance with the provisions of clauses 3 and 4 hereof, for all damages which occurred
prior to the Early Termination Date as a result of the exercise of the rights herein granted.

NOVA

Tract No. 1196-20, 21

Area NW 6.00 ac.

2.43 ha.

NE 0.76 ac.

0.308 ha.

Grant Of Right-Of-Way

PROVINCE OF ALBERTA

I, (We),

KENNETH NORMAN ANDERSON (FARMER) of

SEXSMITH

in the Province of 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:

The 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. 69-R-251

The North East 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. 137-H-282

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

DO HEREBY, in consideration of the sum of ONE THOUSAND ONE HUNDRED FIFTY-FOUR 40 Dollars (\$ 1115.40), 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, free and clear of all encumbrances, liens and interests whatsoever and 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,

twenty-five (25) 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. 882-2268 OK.
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, motors, 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. MANNER OF PAYMENT OF CONSIDERATION

1.1 The Consideration shall be paid in the following manner:

(a) - ONE HUNDRED Dollars (\$ 100.00) 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);

(b) Subject to clause 1.3 hereof, the balance of ONE THOUSAND FIFTY-FOUR 40 Dollars (\$ 1015.40) by cheque or draft of the Company or its agent shall be payable, on or before the 1 day of March 1989 (the "Early Termination Date"), to the Grantor or others interested in the said Lands as purchaser, mortgagee, encumbrance or otherwise (hereinafter referred to as "Other Interested Parties") for 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 subclause 1.1(b) to obtain postponements and discharges therein referred to.

1.3 Notwithstanding anything contained herein to the contrary, in the event that the Company does not pay an amount equal to the monies described in sub-clause 1.1(b) hereof to the Grantor or Other Interested Parties on or before the Early Termination Date, this Grant of Right-of-Way shall terminate upon notice by either of the parties hereto effective as of the Early Termination Date and neither of the parties hereto shall have any further obligations hereunder, and no further monies (including the monies described in sub-clause 1.1(b) hereof) shall be payable whatsoever, provided, however, that the Company shall compensate the Grantor, in accordance with the provisions of clauses 3 and 11 hereof, for all damage which occurred prior to the Early Termination Date as a result of the exercise of the rights herein granted.

2. ANNUAL PAYMENTS

2.1 On the 15 day of March, 1989, and on the same day in each succeeding year (hereinafter referred to as the "Payment Date") for the duration of this Grant of Right-of-Way, 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.

2.2 Notwithstanding subclause 2.1 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, or be approved for subdivision for country residential use, the obligation of the Company to make the Annual Payments provided for in this clause 2 shall terminate.

2.3 On each of the first five Payment Dates the Company will pay to the Registered Owner an Annual Payment equal to

Seven Hundred Forty Three 60
\$743.60
2.4 On each Payment Date thereafter the Company will pay to the Registered Owner an Annual Payment determined pursuant to subclause 2.5 hereof.

2.5 (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:

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

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 2.5(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 2.5(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 2.5(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 2.5 shall be payable pursuant to subclause 2.4 hereof on the Payment Date immediately following the first day of the applicable period described in paragraph 2.5(a), and on the four Payment Dates immediately following there-
after.

2.6 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.

2.7 It is understood and agreed that, notwithstanding any provision in this Grant of Right-of-Way and notwithstanding any rights the Registered Owner may have in law or in equity, should the Company fail to pay any amount payable hereunder, 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 hereby granted.

3. 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.

4. 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 not 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.

5. The Company, insofar as may be practicable so to do, shall bury and maintain all pipes 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 in any event, insofar as may be practicable so as to resolve 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. 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.

9. Subject to clause 8, 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.

10. 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.

11. If the Grantor and the Company cannot agree on the amount of compensation for damage to be paid pursuant to clause 3, any amount to be paid pursuant to clause 4, or matters referred to in clause 9, 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.

12. 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.

13. 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.

14. 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.

15. 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. 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.

16. 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.

17. 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.

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

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

20. All notices, certificates or payments to be given or made hereunder shall be in writing and may be served personally or by registered letter addressed as follows:

to the Grantor: R.R. # 1
Sexsmith, Alberta T0H 3C0

to the Company: 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, certificate or payment shall be deemed to be given to and received by the Addressee upon personal service or, if served by registered letter, seven (7) days after the mailing thereof, postage prepaid.

IN WITNESS WHEREOF, the Grantor and the Company have executed and delivered these presents this 13th day of October, A.D. 1988


SIGNED AND DELIVERED
by the Grantor in the presence of:


(Witness)

(Witness)


KENNETH NORMAN ANDERSON

NOVA CORPORATION OF ALBERTA


J. J. Anderson
Rights-of-Way
Land Administration

1991 03 04
MAY
1700 ADE/CAMPION
0012791935

2. That I am not married, and KNA
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 District
of Sexsmith in the Province of Alberta,
this 13 day of October A.D. 19 88

Kenneth M. Anderson
KENNETH NORMAN ANDERSON

Kenneth James Walker
A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

My appointment expires
on September 21, 1990

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Kenneth James Walker of the C.I.F.
of Calgary in the Province of Alberta, Land Agent
make oath and say:

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

SWORN before me at the Calgary city
of Calgary in the Province of Alberta,
this 24 day of October A.D. 1988

Sharon Lynn McFotridge
A Commissioner for Oaths in and for the Province of Alberta
Sharon Lynn McFotridge
My appointment expires
on April 13, 1989

Dated _____ 19 _____

KENNETH NORMAN ANDERSON

and (Grantor)

NOVA Corporation of Alberta

(Company)

Grant Of Right-Of-Way

NOVA Corporation of Alberta