

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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972180914

ORDER NUMBER: 45635361

ADVISORY

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GRANT OF RIGHT-OF-WAY
PROVINCE OF ALBERTA

Area

I, (We), ALMA JOSEPHINE FRIBERG OF BOX 58, LA GLACE ALBERTA T0H 2J0

2-622-3

(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 Twenty-Nine (29), Township Seventy-Three (73), Range Eight (8), West of the Sixth Meridian as contained and described in Certificate of Title No. 862111504A

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 *NINE HUNDRED SIXTY ONE $\frac{20}{100}$* Dollars (\$ *961.20*), 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 Gas Transmission Ltd.

~~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, 25.00 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. *9424077* 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 fluid 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:

WANNER 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 *NINE HUNDRED SIXTY ONE $\frac{20}{100}$* Dollars (\$ *911.20*) by cheque or draft of the Company or its agent payable to the Grantor or others interested in the said Lands as purchaser, mortgagee, encumbrancee 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 1 day of August, 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.

[Handwritten Signature]

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, license, 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. Payment shall be made annually pursuant to the following: (a) the Registered Owner every 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 fences, 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 its 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 thereof 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 (such notification as to the practicability 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 the costs of and incidental to any re-planting or sowing 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.
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 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 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, licenses, 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 4.2 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, licenses, 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, licenses, 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, 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, licenses, 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: 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

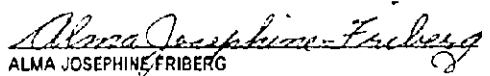
or such other address, in either case, as the Grantor or the Company respectively may from time to time advise, and any such notice, certificate or payment shall be deemed to be given to and received by the Addressee upon personal service or, if served by prepaid first class mail, seven (7) days after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

IN WITNESS WHEREOF, the Grantor and the Company have executed and delivered these presents this 28 day of June, 19 94.

SIGNED AND DELIVERED
by the Grantor in the presence of:



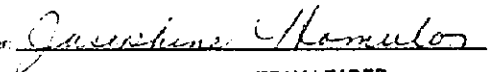
(Witness)
KENNETH J. WALKER



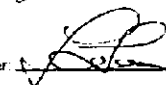
ALMA JOSEPHINE FRIBERG

(Witness)

NOVA GAS TRANSMISSION LTD.
NOVA CORPORATION OF ALBERTA

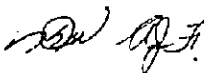
Per: 

TEAM LEADER
DEPARTMENT
RESOURCES

Per: 

TEAM LEADER
SURFACE LAND
ADMINISTRATION

APPROVED



[Handwritten signature]

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, as described in Subclause 3.1 hereof, such amount shall be referred to and determined by three (3) interested arbitrators as described in clause 12 hereof.

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) interested arbitrators as described in clause 12 hereof.

OR

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 option, 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
 Dollars \$ 440,801
 - 51 x Hundred Forty
100

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 nineteenth day prior to the sixth Payment Date and ending on the sixth Payment Date, and within each 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 = LV x A x D²
 where:
 AP = Annual Payment;
 LV = bare land per acre value determined by the Company;
 A = number of acres contained within the Right-of-Way;
 D = 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 Canadian institute (hereinafter referred to as the "Appraiser"). The Appraiser shall determine the bare land per acre value of the said Lands as of the date 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 x A x D²
 where:
 AP = Annual Payment;
 LV = 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 Subclauses 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.

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

- 1. This document was acknowledged before me by apart from her husband (or his wife).
2. 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, Alma Josephine Friberg, of La Glace, in the Province of Alberta, 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 ... District of ... La Glace ... in the Province of Alberta this ... day of ... 19 94

Alma Josephine Friberg ALMA JOSEPHINE FRIBERG

KENNETH JAMES WALKER COMMISSIONER OATHS SEPT. 21, 1982 94

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

AFFIDAVIT OF EXECUTION

CANADA PROVINCE OF ALBERTA TO WIT: KENNETH J. WALKER of the ... of Vegreville in the Province of Alberta, Land Agent make oath and say:

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

SWORN before me at the ... City of ... in the Province of Alberta, this ... day of ... 19 94

D. Raymond Abercrombie

D. Raymond Abercrombie Commission Expires July 1, 1997

922100914 REGISTERED 1997 06 24
UTILITY RIGHT OF WAY
BOOK 2 OF 2 DRRA: 7060220 ADD/EDMGTAW
LINC/S: 001207116

WALKER
WALKER

REYNOLD T. WALKER

2-2