

STATUS OF TITLE

Title Number **1987473/2**
Title Status **Accepted**
Client File **CHAPMAN**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

D & L CHAPMAN FARMS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

SECTION 7-9-25 WPM EXCEPT:
FIRSTLY: RLY RIGHT OF WAY PLAN 219 BLTO
SECONDLY: ALL MINES AND MINERALS

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **92-9605/2**
Instrument Status: **Accepted**

Registration Date: 1992-09-11
From/By: H.M. THE QUEEN (MB)
To:

Amount:
Notes: S 1/2
Description: No description

Instrument Type: **Caveat**
Registration Number: **1143285/2**
Instrument Status: **Accepted**

Registration Date: 2004-03-30
From/By: MTS COMMUNICATIONS INC.
To: WILLIAM F. JOHNSTONE AS AGENT

Amount:
Notes: NLY 12M OF N 1/2
Description: RIGHT-OF-WAY AGRT DATED 28 OCTOBER 1987

Instrument Type: **Mortgage**
Registration Number: **1401751/2**
Instrument Status: **Accepted**

Registration Date: 2016-07-22
From/By: D & L CHAPMAN FARMS LTD.
To: CANADIAN IMPERIAL BANK OF COMMERCE

Amount: \$4,000,000.00
Notes: No notes
Description: No description

3. ADDRESSES FOR SERVICE

D & L CHAPMAN FARMS LTD.
BOX 490
VIRDEN MB
R0M 2C0

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Brandon

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

1428780/2 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: **Transfer Of Land**
Registration Number: **1139203/2**

Registration Date: 2003-12-12
From/By: KEITH ALEXANDER CLIFFORD GABRIELLE
To: D & L CHAPMAN FARMS LTD.
Consideration: \$160,000.00

10. LAND INDEX

NE 7-9-25W
EXC RLY ROW PL 219 EXC M & M

NW 7-9-25W
EXC RLY ROW PL 219 EXC M & M

SE 7-9-25W
EXC RLY ROW PL 219 EXC M & M

SW 7-9-25W
EXC RLY ROW PL 219 EXC M & M

**CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 1987473/2**

Property Assessment Report

Municipality: 184 - RM OF SIFTON **Roll No:** 157300.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 157.77 ACRES
Legal Description: DESC NE7-9-25W **Civic Address:** 149086 RD 50N
School Division: FORT LA BOSSE **Community Area:** TWP 9 RGE 25W **Ward:**

Certificate of Title / Land Title Office:

1987473 / BRANDON

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	215,700	20,600	236,300
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	206,800	19,600	226,400
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	206,800	19,600	226,400
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	183,200	16,600	199,800
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	183,200	16,600	199,800
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	183,200	16,600	199,800
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	185,300	15,700	201,000
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	185,300	15,700	201,000
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	147,000	15,900	162,900
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	147,000	15,900	162,900
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	95,000	14,700	109,700
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	95,000	14,700	109,700
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	83,600	12,500	96,100
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	83,600	12,500	96,100
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	54,500	11,100	65,600
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	54,500	11,100	65,600
2009	2003	FARM PROPERTY	TAXABLE	56,100	9,100	65,200
2008	2003	FARM PROPERTY	TAXABLE	56,100	9,100	65,200

Property Assessment Report

Municipality: 184 - RM OF SIFTON **Roll No:** 157400.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 150.75 ACRES
Legal Description: DESC NW7-9-25W **Civic Address:**
School Division: FORT LA BOSSE **Community Area:** TWP 9 RGE 25W **Ward:**

Certificate of Title / Land Title Office:

1987473 / BRANDON

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total	
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	186,900	-	186,900	
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	178,900	-	178,900	
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	178,900	-	178,900	
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	158,800	-	158,800	
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	158,800	-	158,800	
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	158,800	-	158,800	
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	161,300	-	161,300	
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	161,300	-	161,300	
2017	Apr 1, 2014	RESIDENTIAL 1	TAXABLE	1,300	99,500	100,800	
		FARM PROPERTY	TAXABLE	135,500	1,600	137,100	
				TOTAL	136,800	101,100	237,900
2016	Apr 1, 2014	RESIDENTIAL 1	TAXABLE	1,300	99,500	100,800	
		FARM PROPERTY	TAXABLE	135,500	1,600	137,100	
				TOTAL	136,800	101,100	237,900
2015	Apr 1, 2012	RESIDENTIAL 1	TAXABLE	800	84,000	84,800	
		FARM PROPERTY	TAXABLE	88,400	1,600	90,000	
				TOTAL	89,200	85,600	174,800
2014	Apr 1, 2012	RESIDENTIAL 1	TAXABLE	800	84,000	84,800	
		FARM PROPERTY	TAXABLE	88,400	1,600	90,000	
				TOTAL	89,200	85,600	174,800
2013	Apr 1, 2010	RESIDENTIAL 1	TAXABLE	700	58,100	58,800	
		FARM PROPERTY	TAXABLE	78,000	1,400	79,400	
				TOTAL	78,700	59,500	138,200

2012	Apr 1, 2010	RESIDENTIAL 1 FARM PROPERTY	TAXABLE	700	58,100	58,800
			TAXABLE	78,000	1,400	79,400
			TOTAL	78,700	59,500	138,200
2011	Apr 1, 2008	RESIDENTIAL 1 FARM PROPERTY	TAXABLE	500	55,700	56,200
			TAXABLE	51,300	1,000	52,300
			TOTAL	51,800	56,700	108,500
2010	Apr 1, 2008	RESIDENTIAL 1 FARM PROPERTY	TAXABLE	500	55,700	56,200
			TAXABLE	51,300	1,000	52,300
			TOTAL	51,800	56,700	108,500
2009	2003	RESIDENTIAL 1 FARM PROPERTY	TAXABLE	500	34,100	34,600
			TAXABLE	50,000	1,000	51,000
			TOTAL	50,500	35,100	85,600
2008	2003	RESIDENTIAL 1 FARM PROPERTY	TAXABLE	500	34,100	34,600
			TAXABLE	50,000	1,000	51,000
			TOTAL	50,500	35,100	85,600

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Property Assessment Report

Municipality: 184 - RM OF SIFTON **Roll No:** 157500.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 156.29 ACRES
Legal Description: DESC SE7-9-25W **Civic Address:**
School Division: FORT LA BOSSE **Community Area:** TWP 9 RGE 25W **Ward:**

Certificate of Title / Land Title Office:

1987473 / BRANDON

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	136,900	-	136,900
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	130,700	-	130,700
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	130,700	-	130,700
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	116,100	-	116,100
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	116,100	-	116,100
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	116,100	-	116,100
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	111,100	-	111,100
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	111,100	-	111,100
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	85,800	-	85,800
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	85,800	-	85,800
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	64,100	-	64,100
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	64,100	-	64,100
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	59,900	-	59,900
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	59,900	-	59,900
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	44,300	-	44,300
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	44,300	-	44,300
2009	2003	FARM PROPERTY	TAXABLE	43,400	-	43,400
2008	2003	FARM PROPERTY	TAXABLE	43,400	-	43,400

Property Assessment Report

Municipality: 184 - RM OF SIFTON **Roll No:** 157600.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 150.30 ACRES
Legal Description: DESC SW7-9-25W **Civic Address:**
School Division: FORT LA BOSSE **Community Area:** TWP 9 RGE 25W **Ward:**

Certificate of Title / Land Title Office:

1987473 / BRANDON

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	183,000	-	183,000
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	175,200	-	175,200
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	175,200	-	175,200
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	155,400	-	155,400
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	155,400	-	155,400
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	155,400	-	155,400
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	154,400	-	154,400
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	154,400	-	154,400
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	121,300	-	121,300
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	121,300	-	121,300
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	82,300	-	82,300
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	82,300	-	82,300
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	73,900	-	73,900
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	73,900	-	73,900
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	50,500	-	50,500
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	50,500	-	50,500
2009	2003	FARM PROPERTY	TAXABLE	49,400	-	49,400
2008	2003	FARM PROPERTY	TAXABLE	49,400	-	49,400

Notice 14 Sept 92 40P

Certificate of Registration SEP 11 1992

Registered this date as No. 92 09605

I certify that the within instrument was registered in the **BRANDON** Land Titles Office and entered on

Certificate of Title No. *148448*

[Signature] For District Registrar

New Certificate of Title No.

90

LAND TITLES OFFICE
SEP 11 1992
BRANDON, MAN.
[Signature]

Shots

CHURCH

MICROFILMED

92 09605



Caveat

File: HIA 89-9121-011 (2)nd Titles

LIST OFFICE
PRE-CHECK
FEE WAS CHARGED
DOCUMENT NUMBER

District of BRANDON

1. CAVEATOR(S) (include address and postal code)
 (We) **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA**
12th floor, 405 Broadway, Winnipeg, Manitoba R3C 3L6
 claim an interest in the following land or mortgage, and I forbid the registration of any instrument affecting this interest unless such instrument be expressed to be subject to my claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED An Agreement for Sale in writing, dated the 18th day of June A.D. 1992, whereby the owner hereinafter mentioned, as Vendor agreed to sell to Her Majesty, as Purchaser, who agreed to purchase such part of the following land as may be required for public road purposes.

(as set forth in an instrument hereto attached)

3. LAND (description)
S 1/2 7-9-25 WPM exc Firstly: Rly Plan 219 HUTO, Secondly: all mines and minerals including petroleum, natural gas and related hydrocarbons together with full power to enter, work and remove the same.

TITLE NUMBER(S) 148445 MORTGAGE NUMBER(S)
 if additional room required, attach schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE (include postal code)
Box 1824, Virden, MB. R0M 2C0
 if additional room required, attach schedule

5. ADDRESS OF CAVEATOR(S) FOR SERVICE (include postal code)
O/o Land Acquisition Branch
12th Flr. 405 Broadway Winnipeg, MB R3C 3L6

6. SIGNATURES OF CAVEATOR(S)

1. That I (we) am (are) the within (Agent of or Caveators) and the statements herein are true in substance and in fact.
 2. The said Caveator(s) has (have) a good and valid claim upon the within land, and this caveat is not filed for the purpose of delaying or embarrassing any person.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA
 D. A. (Doug) Parnell
 Signing Officer for the Minister of Government Services

D. A. Parnell
 Signature

DATE			
Y	M	D	
92	09	08	

7. EVIDENCE — FARM LANDS OWNERSHIP ACT S.M. 1982-83-84 C. 22 where applicable
 BY VIRTUE OF Agreement to Purchase Lease Loan Option to Purchase

- ~~1. Declaration under the Farm Lands Ownership Act enclosed or~~
 2. The within lands are not farm lands within the definition of section 1 (1) of the Farm Lands Ownership Act; or
 3. The within farm lands are exempt by Regulation 211/84 of The Real Property Act, i.e. are 5 acres or less; or
 4. The within farm lands are exempt from the Farm Lands Ownership Act by section 82(6) of The Real Property Act. Particulars: **The Caveator is a Government Agency**

~~strike out inappropriate statement(s) and initial~~
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA
 D.A. (Doug) Parnell
 Signing Officer for the Minister of Government Services

D. A. Parnell
 Signature

DATE			
Y	M	D	
92	09	08	

8. INSTRUMENT PRESENTED FOR REGISTRATION BY, include address and postal code
Land Acquisition Branch
12th floor, 405 Broadway
Winnipeg, Manitoba R3C 3L6
L. Derksen/jp
945-2715

IMPORTANT NOTICE: By virtue of Section 178(3) of The Real Property Act, any statement set out in this document and signed by the party making the statement shall have the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

STATUS OF TITLE

Title Number **1780662/2**
Title Status **Accepted**
Client File **CHAPMAN**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

R & C CHAPMAN FARMS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

PARCEL ONE: SE 1/4 1-9-26 WPM
EXC ALL COAL, PETROLEUM AND VALUABLE STONE
AS SET FORTH IN DEED NO. 05013.

PARCEL TWO: W 1/2 1-9-26 WPM
EXC ALL MINES AND MINERALS AS
SET FORTH IN TRANSFER NO. 99565.

~~PARCEL THREE: NW 1/4 27-8-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN
DEED NO. 132120 AND IN TRANSFER NO. 1036042.~~

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Miscellaneous**
Registration Number: **79957/2**
Instrument Status: **Accepted**

Registration Date: 1950-05-20
From/By:
To: INTERPROV PIPE LINE CO

Amount:
Notes: E CT 180941 ISS - NW 1/4
Description: EASEMENT

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1391916/2	Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **R114758/2**
Instrument Status: **Accepted**

Registration Date: 1976-08-27
From/By: MANITOBA TELEPHONE SYSTEM
To:

Amount:
Notes: NLY 40' OF NW 1/4 1
Description: No description

Instrument Type: **Caveat**
Registration Number: **86-12104/2**
Instrument Status: **Accepted**

Registration Date: 1986-10-10
From/By: MANITOBA TELEPHONE SYSTEM
To:

Amount:
Notes: ELY 40' OF SE 1/4 1
Description: No description

Instrument Type: **Caveat**
Registration Number: **1055391/2**
Instrument Status: **Accepted**

Registration Date: 1998-12-04
From/By: ENBRIDGE PIPELINES INC.
To: MONICA PECKOVER AS AGENT

Amount:
Notes: W 1/2-1
Description: RIGHT-OF-WAY PIPELINE EASEMENT DATED 27 NOVEMBER 1998

Instrument Type: **Caveat**
Registration Number: **1075146/2**
Instrument Status: **Accepted**

Registration Date: 2000-02-01
From/By: MTS COMMUNICATIONS INC.
To:

Amount:
Notes: NLY 42M OF NW 1/4 1
Description: R/W AGRT DATED 12 JULY 1989

Instrument Type: **Easement**
Registration Number: **1091252/2**
Instrument Status: **Accepted**

Registration Date: 2001-02-09
From/By: R & C CHAPMAN FARM SLTD
To: ENBRIDGE PIPELINES INC

Amount: \$321.00
Notes: PLAN 39137 TITLE ISSUED
Description: EASEMENT PLAN 39137, RIGHT OF INGRESS AND EGRESS

Instrument Type: **Caveat**
Registration Number: **1216698/2**
Instrument Status: **Accepted**

Registration Date: 2008-02-28
From/By: ENBRIDGE PIPELINES INC.
To: JASON SVENNINGSEN AS AGENT

Amount:
Notes: W 1/2 1
Description: EASEMENT AGRT DATED 29 NOV 2007 SEC. 111(1) RPA

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1291617/2	Partial Discharge	Accepted

Instrument Type: **Caveat**
Registration Number: **1267110/2**
Instrument Status: **Accepted**

Registration Date: 2010-06-17
From/By: MTS ALLSTREAM INC
To: BRENDA MATTE AS AGENT

Amount:
Notes: WLY 12M OF NW 1/4 1
Description: RIGHT OF WAY AGREEMENT DATED 17 MAY 2010

Instrument Type: **Partial Discharge**
Registration Number: **1291617/2**
Instrument Status: **Accepted**

Registration Date: 2011-07-12
From/By: ENBRIDGE PIPELINES INC.
To:

Amount:
Notes: W½ 1 REL ALL EX PL 51478
Description: No description

Instrument Type: **Caveat**
Registration Number: **1391916/2**
Instrument Status: **Accepted**

Registration Date: 2016-01-14
From/By: ENBRIDGE PIPELINES INC.
To: SUN VALLEY LAND LTD., AGENT

Amount:
Notes: NW 1
Description: AGREEMENT TO AMEND EASEMENT

Instrument Type:	Mortgage
Registration Number:	1402622/2
Instrument Status:	Accepted
Registration Date:	2016-08-10
From/By:	R & C CHAPMAN FARMS LTD.
To:	CANADIAN IMPERIAL BANK OF COMMERCE
Amount:	\$3,700,000.00
Notes:	No notes
Description:	No description
3. ADDRESSES FOR SERVICE	
R & C CHAPMAN FARMS LTD. BOX 1803 VIRDEN MB R0M 2C0	
4. TITLE NOTES	
No title notes	
5. LAND TITLES DISTRICT	
Brandon	
6. DUPLICATE TITLE INFORMATION	
Duplicate not produced	
7. FROM TITLE NUMBERS	
1539391/2	Balance
8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS	
No real property application or grant information	
9. ORIGINATING INSTRUMENTS	
Instrument Type:	Request To Issue Title - Internal
Registration Number:	1091254/2
Registration Date:	2001-02-09
From/By:	BLTO
To:	
Amount:	

10. LAND INDEX

~~NW 27-8-26W~~
EX ALL M&M

NW 1-9-26W
EX ALL M&M

SE 1-9-26W
EX ALL COAL, PET & VAL STONE

SW 1-9-26W
EX ALL M&M

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 1780662/2

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
<p>Certificate of Registration Registered this date <u>DEC - 4 1998</u></p> <p>as No. <u>1055391</u></p> <p>I certify that the within instrument was registered in the <u>BRANDON</u> Land Titles Office and entered on Certificate of Title No. <u>1539391</u></p> <p><i>R. Sisson</i> For District Registrar</p>	

LAND TITLES OFFICE
DEC - 4 1998
BRANDON, MAN
CAVEAT

2/ 1055391

DEC 9 1998

30

AS

Caveat

Manitoba
Consumer and
Corporate Affairs
Land Titles



1055391

BRANDON

District of _____

1. CAVEATOR(S) (include address and postal code)

I (We), **ENBRIDGE PIPELINES INC. PO BOX 398 EDMONTON, ALBERTA T5J 2J9**

claim an interest in the following land or mortgage, and I forbid the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

RIGHT OF WAY FOR PIPELINE EASEMENT SIGNED NOVEMBER 27, 1998

(as set forth in an instrument herelo attached)

3. LAND (description)

**W 1/2 1 - 9 - 26 - WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER NO. 99565.**

TITLE NUMBER(S) **1539391** MORTGAGE NUMBER(S)

W 1/2 - 1

* if additional room required, attach schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE (include postal code)

**R & C CHAPMAN FARMS LTD.
BOX 1803 VIRDEN, MANITOBA R0M 2C0**

* if additional room required, attach schedule

5. ADDRESS OF CAVEATOR(S) FOR SERVICE (include postal code)

Enbridge Pipelines Inc., PO Box 398, 10201 Jasper Ave, Edmonton, AB T5J 2J9

6. SIGNATURES OF CAVEATOR(S)

- That I (we) am (are) the within (Agent of or Caveators) and the statements herein are true in substance and in fact.
- The within Caveator(s) has (have) a good and valid claim upon the within land, and this caveat is not filed for the purpose of delaying or embarrassing any person.

Monica Peckover
(Name)

(Signature)

DATE		
Y	M	D
98	12	3

(Name)

(Signature)

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7. EVIDENCE - FARM LANDS OWNERSHIP ACT

BY VIRTUE OF Agreement to Purchase Lease Loan Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:
(Strike out inappropriate statement(s) and initial)

- The within Land is not farm land as defined in The Farm Lands Ownership Act; or
- The within farm land is exempt by Regulation 325/87 R of The Real Property Act, i.e. it is 5 acres or less; or
- The Aggregate holdings of farm lands by the Caveator is less than 40 acres; (including the Land in this instrument); or
- The Caveator is a Canadian Citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation, or a Qualified Immigrant as defined in The Farm Lands Ownership Act; or
- The interest in farm land is being claimed pursuant to a bona fide debt obligation; or
- The within Caveator is exempt by the Farm Lands Ownership Board (Order enclosed); or
- Other (specify section of The Farm Lands Ownership Act)

Particulars:

(Name)

(Signature)

DATE		
Y	M	D

(Name)

(Signature)

Caveator or Agent

8. INSTRUMENT PRESENTED FOR REGISTRATION BY, include address and postal code

PROGRESS LAND SERVICES LTD. 14815 - 1198 Avenue, Edmonton, Alberta T5L 2N9

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as a path affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

113. 1091252

LAND TITLES OFFICE
FEB 9 2001
BRANDON, IAN.

DATED FEB 9 2001 A.D. 19

R & C CHAPMAN FARMS LTD.

No. 1091252
certify that this instrument
Registered in the Brandon
Title Office on
9th Feb. 2001 and a memorial
of the same is on Cert. of Title
No. 138351
R. Williams
District Registrar

ENBRIDGE PIPELINES INC.
- and -
AGREEMENT FOR EASEMENT
MANITOBA

27127

ENBRIDGE PIPELINES INC.
Law Department
PO Box 398
Edmonton, AB T5J 2P9

Enbridge Pipelines Inc.
10201 Jasper Avenue
P.O. Box 398
Edmonton, AB T5J 2J9
Canada
www.enbridge.com

Operations Services
Kevin W. Underhill
Supervisor, Right-of-Way and Crossings
Tel: (780) 420-5314
Fax: (780) 420-8648
E-mail: kevin.underhill@cnpt.enbridge.com

VIA FAX: (204) 726-6553

(Original will follow via mail)

OS: 285
File No. RW-7.33.10

Brandon Land Titles office
705 Princess Ave
Brandon MB R7A 0P4

Attention: Holly Pierce

Dear Madam:

Subject: Pipeline Easements

This letter will serve to confirm that, by virtue of amalgamation, Interprovincial Pipe Line Inc. is now Enbridge Pipelines Inc, and therefore we request that Titles for the pipeline Easements be issued in the name of:

ENBRIDGE PIPELINES INC.
10201 Jasper Avenue
P.O. Box 398
Edmonton, Alberta
T5J 2J9

This letter shall further serve as your authority and direction to add the interests shown on Schedule "A" to the encumbrance of Easements also shown on Schedule "A".

I am duly authorized on behalf of Enbridge Pipelines Inc. to provide these instructions to Brandon Land Titles Office.

ENBRIDGE PIPELINES INC.

Per: 

Kevin W. Underhill (Attorney)
Enbridge Pipelines Inc. Power of Attorney
Registered as Instrument No. 1071013

Schedule "A"

Registered Plan 39137

Tract	Caveat No.	Title No.
4046	1055393	1539708
4047	1055394	1539708
4048	1055391 ✓	1539391

ENBRIDGE PIPELINES INC.

AGREEMENT FOR EASEMENT
PROVINCE OF MANITOBA

I, (We) R & C CHAPMAN FARMS LTD. ✓

of the District of Virden in the Province of Manitoba, (the "Owner"), being registered as Owner or entitled to become registered as Owner of an estate in fee simple, subject however to such encumbrances, liens and interests as appear on the Certificate of Title, in all that certain tract of land situated in the Province of Manitoba being composed of:

W 1/2 1 - 9 - 26 - WPM
EXC ALL MINES AND MINERALS AS
SET FORTH IN TRANSFER NO. 99565. ✓

N.W. only

as described in the Certificate of Title numbered 1539391 registered with the Land Titles Office for the Brandon Land Registration District (the "Lands"),

and in consideration of the sum of Three Hundred Twenty One Dollars (\$ 321) which

R.P.C.

sum includes Goods and Services Tax of Twenty One Dollars (\$ 21), the receipt of which is hereby acknowledged now paid or payable to the Owner (or to others having an interest in the said land by encumbrance or otherwise), by ENBRIDGE PIPELINES INC., a Company incorporated under the laws of Canada, and having its operating office in the City of Edmonton, in the Province of Alberta, and in consideration of the covenants and conditions hereinafter mentioned.

DO HEREBY GRANT, CONVEY AND TRANSFER to Enbridge Pipelines Inc. an easement ^{10.0} ~~48.30~~ metres ^{32.7} ~~60~~ feet) in width (also referred to as the "right-of-way") in, on, over, under, across and through the Lands as shown on a plan of survey of record in the Land Titles Office for the Brandon Land Registration District as Plan No. 39137, and which shall be substantially in the location as shown on the attached property sketch, for the construction subject to Clause 19 herein, operation, maintenance, inspection (including aerial), alteration, removal, replacement, reconstruction, and repair of one or more pipelines, and other facilities appurtenant, affixed or incidental thereto (the "Pipeline"), for the transportation, storage and handling of oil, other liquid and gaseous hydrocarbons and products thereof, together with the right of ingress and egress to and from the right-of-way for Enbridge Pipelines Inc., its personnel, equipment, contractors and agents for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted.

R.P.C.

The aforesaid rights and said easement are granted as and from the date hereof and for so long hereafter as Enbridge Pipelines Inc. desires to exercise same on the following terms and conditions which are hereby mutually agreed to by and between the Owner and Enbridge Pipelines Inc.:

1. Enbridge Pipelines Inc. shall pay to the Owner compensation for the grant of easement as follows:

(a) one lump sum of Three Hundred Forty Seven Dollars (\$ 347.75) which lump sum includes Goods & Services Tax of Twenty Two Dollars (\$ 22.75);

R.P.C.

- or -

~~(b) annual or periodic payments of equal or different amounts over a period of time as set forth in Schedule One attached hereto and forming part hereof.~~

R.P.C.

If the Lump Sum Payment option is chosen, such payment shall be made before construction of the Pipeline is commenced on the Lands. In the event that this payment has not been made before December 31, 1999, then this Agreement shall terminate and be at an end for all purposes and Enbridge Pipelines Inc. shall forthwith execute and register such documents as may be necessary to discharge this Agreement from the Certificate of Title for the Lands and shall notify the Owner of the registration of the discharge.

2. The Owner shall have the right fully to use and enjoy the right-of-way except as may be necessary for the purposes herein granted to Enbridge Pipelines Inc. provided however that the Owner shall not, without the prior written consent of Enbridge Pipelines Inc., excavate, drill, install, erect, place or permit to be excavated, drilled, installed, erected or placed on, over, under, across or through the right-of-way any pit, well, foundation, pavement, building, or other structure, installation or object.

R.P.C.

3. Notwithstanding the provisions of Clause 2, Enbridge Pipelines Inc. will not object to the Owner:

- (i) paving existing farm lanes, private roads, driveways, and sidewalks across the right-of-way;
- (ii) erecting fences across the right-of-way or any portion thereof; or
- (iii) constructing drains or repairing drains on the right-of-way or any portion thereof;

provided, however, that the Owner agrees to exercise a high degree of care in carrying out any excavation or drilling necessary for such fencing, paving or drainage, and in no event shall the Owner or his contractors perform such work in such a manner as to endanger or damage the Pipeline. Before the commencement of any such work, the Owner shall give to Enbridge Pipelines Inc. at least five (5) days prior notice in writing so as to enable a representative of Enbridge Pipelines Inc. to inspect the site of the proposed work and to advise how the work may be performed without damage to the Pipeline.

- 4. Enbridge Pipelines Inc. will compensate the Owner for all damages suffered as a result of its operation of the Pipeline.
- 5. Enbridge Pipelines Inc. will, as soon as weather and soil conditions permit and insofar as it is practicable so to do, bury and maintain the Pipeline in a manner that will not interfere with the drainage or ordinary cultivation of the Lands, and will restore all drains damaged or disturbed by the operation, according to good drainage practice.
- 6. Notwithstanding that in constructing, maintaining and operating its Pipeline, Enbridge Pipelines Inc. may install pipe and other equipment and appurtenances in, on, over, under, across or through the right-of-way in such a manner that it or they become affixed to the land, the title to such pipe and other equipment and appurtenances shall remain in Enbridge Pipelines Inc.. Enbridge Pipelines Inc. may at any time remove the whole or any part of the Pipeline.
- 7. Upon the discontinuance of the use of the right-of-way and of the exercise of the rights hereby granted, Enbridge Pipelines Inc. shall and will restore the said Lands to the same condition, so far as it is practicable so to do, as the same were in prior to the entry thereon and the use thereof by Enbridge Pipelines Inc..
- 8. Enbridge Pipelines Inc. in performing and observing the covenants and conditions contained in this Agreement, shall peaceably hold and enjoy the rights and easement hereby granted without hindrance, molestation or interruption on the part of the Owner or of any person, firm or corporation claiming by, through, under or in trust for the Owner.
- 9. Either party shall have the absolute right to assign this Agreement in whole or in part, and upon such assignment, shall give to the other party written notice thereof within ten (10) days, but Enbridge Pipelines Inc. need not give such notice upon assignment in the course of its corporate financing by way of a deed of trust, mortgage, debenture or a floating charge or upon assignment arising out of an amalgamation or merger.
- 10. This Agreement shall not affect or prejudice Enbridge Pipelines Inc.'s statutory rights to acquire an easement or any portion of the Lands under the provisions of the National Energy Board Act (the "Act"), or any other laws, which rights may be exercised at Enbridge Pipelines Inc.'s discretion in the event of the Owner being unable or unwilling for any reason to perform this Agreement or to give to Enbridge Pipelines Inc. a clear and unencumbered title to the easement herein granted.
- 11. The Owner will, if so requested by Enbridge Pipelines Inc., execute such further documents of title and assurances in respect of the Lands as may be required to perfect Enbridge Pipelines Inc.'s interest in the Lands.
- 12. Nothing contained herein shall vest in Enbridge Pipelines Inc. any title to mines or minerals in or under the right-of-way, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the Pipeline.
- 13. Enbridge Pipelines Inc. will not make any above ground installation upon the said right-of-way (other than pipeline markers installed at fence lines) or fence any part of the right-of-way without paying the Owner additional compensation to be agreed upon, or failing agreement, compensation to be settled by arbitration pursuant to the provisions of the Act.
- 14. Enbridge Pipelines Inc. will not object to any application made by the Owner under Section 112 of the Act so long as the any proposed crossing is made in accordance with good engineering practice and does not interfere with the operation of the pipeline.
- 15. This easement is, and shall be, of the same force and effect as a covenant running with the land and this Agreement shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Owner and Enbridge Pipelines Inc., respectively.
- 16. Wherever the singular or masculine is used, it shall be construed as if the plural or feminine or the neuter, as the case may be, had been used where the context so requires.

17. It is agreed that the Owner shall have the right to transfer or convey his interest in the Lands and upon such transfer or conveyance shall give Enbridge Pipelines Inc. written notice thereof within ten (10) days and the covenants and conditions herein contained in one or more parcels and by one or more conveyances and that all the covenants and conditions herein contained shall extend to and be binding upon and enure to the benefit of each and all of the heirs, executors, administrators, successors, and assigns of the Owner in respect of each and every parcel transferred or conveyed.
18. All notices to be given hereunder may be given by registered letter addressed to Enbridge Pipelines Inc., PO Box 398, Edmonton AB T5J 2J9, and to the Owner at Box 1807 Virden, Manitoba R0T 2G0 or such other address as Enbridge Pipelines Inc. and the Owner may respectively appoint, from time to time, in writing, and any such notice shall be deemed to be given to and received seven (7) days after the mailing thereof, postage prepaid.
19. If Enbridge Pipelines Inc. proposes at any time in the future to construct an additional pipeline or pipelines in the right-of-way, then Enbridge Pipelines Inc. shall obtain the consent of the Owner prior to such construction for any and all such additional pipelines.
20. The Owner agrees that Enbridge Pipelines Inc. may, at its option, at any time or times in the course of operating the Pipeline enter upon the right-of-way with men and equipment and remove all shrubs and trees from the right-of-way.
21. Enbridge Pipelines Inc. shall indemnify the Owner from all liabilities, damages, claims, suits and actions arising out of the operations of Enbridge Pipelines Inc. other than liabilities, damages, claims, suits and actions resulting from the gross negligence or wilful misconduct of the Owner.
22. The Owner confirms having the option of requiring the compensation for the rights herein granted to be made by one lump sum payment or by annual or periodic payments of equal or different amounts over a period of time and that the Owner has selected the method of compensation hereinbefore set out. The Owner further confirms that if the Owner has selected annual or other periodic payments, the amount of such compensation payable by Enbridge Pipelines Inc. shall be reviewed every five (5) years if the period of compensation extends beyond five (5) years.
23. The Owner acknowledges receipt of a notice given pursuant to Section 87(1) of the Act and given prior to the entering into of this Agreement, setting out or accompanied by:
 - (a) a description of the land of the Owner required by Enbridge Pipelines Inc. for a section or part of the Pipeline;
 - (b) details of the compensation offered by Enbridge Pipelines Inc. for such lands required;
 - (c) a detailed statement made by Enbridge Pipelines Inc. of the value of such lands required in respect of which compensation was offered;
 - (d) a description of the procedure for approval of the detailed route of the Pipeline; and
 - (e) a description of the procedure available for negotiation and arbitration under Part V of the Act in the event that the Owner and Enbridge Pipelines Inc. are unable to agree on any matter respecting the compensation payable.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the 27 day of November, 1998.

SIGNED, SEALED AND DELIVERED
in the presence of:)

Bred Cholin
Witness: **BRADLEY J. CHOLIN**

Witness: _____

25
Witness: _____

Robert G. Chapman President.
Owner: **R & C CHAPMAN FARMS LTD.**

per Robert G. Chapman, President
Owner: **ENBRIDGE PIPELINES INC.**
(Formerly known as Interprovincial Pipe Line Inc.)
as evidenced by Instrument No. 1053258

ENBRIDGE PIPELINES INC.

R. Chudinoff
per: **ENBRIDGE PIPELINES INC.**

Power of Attorney
Registered as Instrument No. 1071013 Seal

AFFIDAVIT OF EXECUTION

CANADA)
) I, ELLIOTT FRIEDRICH, of the Hamlet of
PROVINCE OF MANITOBA) Cardiff, in the Province of Alberta, Land Agent
)
TO WIT:)

MAKE OATH AND SAY:

1. THAT I was personally present and did see Kevin W. Underhill, true and lawful Attorney for ENBRIDGE PIPELINES INC., named in the within instrument, who is personally known to me to be the true and lawful Attorney for ENBRIDGE PIPELINES INC. named therein, duly sign and execute the same for the purpose named therein.
2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said Kevin W. Underhill, and he is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the)
City of Edmonton, in the)
Province of Alberta, the 7)
Day of February, 2000.)

[Signature])
)
)

[Signature] ✓
Elliott Friedrich

MONICA PECKOVER
A Commissioner for Oaths
In and for the Province of Manitoba
For use outside Manitoba therein
My Commission Expires Feb. 24, 2000

MEMORANDUM OF ENCUMBRANCERS, LIENS AND INTERESTS

NATURE OF ENCUMBRANCE

REGISTRATION NUMBER

MISCELLANEOUS
CAVEAT
CAVEAT
MORTGAGE

79957 ✓
R114758 ✓
~~86-12104~~ ✓
1036043 ✓

1075146 — n/s
1055391 ✓

See Page at front

R.G.L.

ATTACHED TO AND FORMING
PART OF THE AGREEMENT
FOR EASEMENT

SCHEDULE ONE

Annual or Periodic Payment

~~✓~~ The consideration for this Agreement is the sum of _____ Dollars
(\$ _____) which sum includes Goods & Services Tax of
_____ Dollars (\$ _____) of lawful money of
Canada to be paid on the execution of this Agreement, the receipt of which is hereby acknowledged by the Owner, and
thereafter the sum of _____ Dollars (\$ _____) which sum includes Goods
& Services Tax of _____ Dollars (\$ _____) of
lawful money of Canada to be paid on or before the anniversary date thereafter for a period of nine (9) years. The
amount of any annual or periodic payment will be reviewed every five (5) years.

The Owner hereby agrees to and accepts the annual or periodic payment set out above.

Witness: _____

Owner: _____

Witness: _____

Owner: _____ ✓

R.C.L

THE HOMESTEADS ACT
CONSENT TO DISPOSITION AND
ACKNOWLEDGMENT (ATTACHED TO INSTRUMENT)

I, _____, the spouse of the (transferor, mortgagor, lessor, grantor, etc., as the case may be) named in the attached instrument consent to the disposition of the homestead effected by the attached instrument made between my spouse and **ENBRIDGE PIPELINES INC.**, affecting the homestead legally described as:

Title Number: _____

and acknowledge that:

1. I am aware that the Homesteads Act gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
2. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
3. I execute this consent apart from my spouse freely and voluntarily without any compulsion on the part of my spouse.

 (Name of Spouse) (Signature of Spouse) (Date)

 (Name of Witness) (Signature of Witness) (Date)

A Commissioner for Oaths in and
 for the Province of Manitoba
 My commission expires:

AFFIDAVIT OF GRANTOR(S)

CANADA) I, _____, and
 PROVINCE OF MANITOBA) I, _____
 TO WIT) both of the _____ of _____
) in the Province of Manitoba,

(Severally) MAKE OATH AND SAY:

1. THAT I am (one of) the grantors named in the instrument within written, and I am/we are of the full age of eighteen years.
2. THAT I have no husband/wife.
3. THAT the person who consents to the instrument within written is the wife of me, (one of) the Grantors.
4. THAT the person who consents as husband to the instrument within written is the husband of me, (one of) the Grantors.
5. THAT my co-grantor is my spouse.
6. THAT no part of the land referred to in the instrument within written is the homestead of me, _____, (one of) the Grantors within the meaning of "The Homesteads Act".

(Severally) SWORN before me at _____)
 of _____, in the Province of Manitoba)
 this _____ day of _____, 1998.) _____

 A Commissioner for Oaths in and
 for the Province of Manitoba
 My commission expires:

AFFIDAVIT OF EXECUTION

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

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

SWORN BEFORE ME at the _____ of _____, in the Province of Manitoba, this _____ day of _____, 19____.
A COMMISSIONER FOR OATHS in and for the Province of Manitoba

Witness

AFFIDAVIT OF EXECUTION

CANADA) I, BRADLEY J. CHOLIN, of the
PROVINCE OF MANITOBA) Hamt of Storwood Park,
TO WIT:) in the Province of Alberta,
MAKE OATH AND SAY:

- 1. THAT I was personally present and did see Robert G. Chapman, President true and lawful Attorney for R + C Chapman Farms Ltd. named in the within instrument, who is personally known to me to be the true and lawful Attorney for R + C Chapman Farms Ltd. named therein, duly sign and execute the same for the purpose named therein.
2. THAT the same was executed at the District of Virden, in the Province of Manitoba, and that I am the subscribing witness thereto.
3. THAT I know the said Robert G. Chapman, President 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 Manitoba, this 3 day of December, 19 98.

A COMMISSIONER FOR OATHS in and for the Province of Manitoba

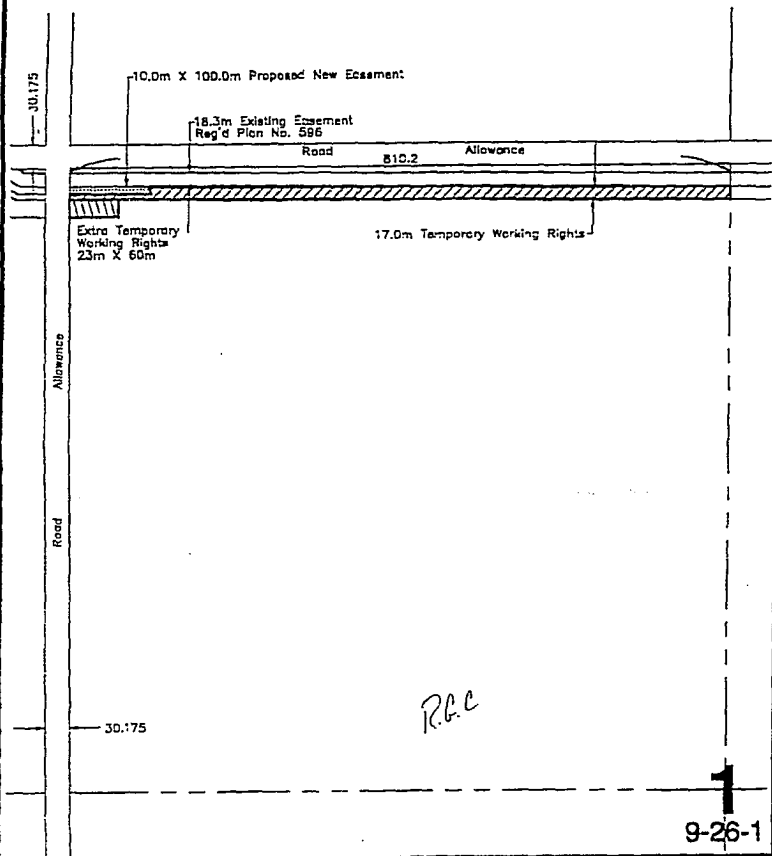
Witness BRADLEY J. CHOLIN

MONICA PECKOVER A Commissioner for Oaths in and for the Province of Manitoba For use outside Manitoba therein My Commission Expires Feb. 24, 2002

Enbridge Pipelines Inc. Terrace Expansion Project

Property Sketch
Showing Approximate Location of
Pipeline Right-of-Way and
Temporary Working Rights
within

N.W. 1/4 Sec. 1, Twp. 8, Rge. 28, WPM
R.M. of Pipestone No. 162



9-26-1

Owners: R & C Chapman Farms Ltd.

C of T No: 1539391

Tract No: T.404B

IPL Ref. KF 085.0

	Existing Easement	= 1.48 ac. 3.65 ac.
	Temporary Working Rights	= 1.28 ac. 3.16 ac.
	Proposed New Easement	= 0.10 ac. 0.25 ac.
	Extra Temporary Working Rights	= 0.14 ac. 0.35 ac.

Tet-Chy Surveys Ltd.

Revisions: Oct. 23, 1998

Tract No. T.404B

Scale: 1:5000

File No.: 98016

Date: Mar. 19, 1998

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
<p style="text-align: center;">Certificate of Registration</p> <p>Registered this date <u>FEB 28 2008</u> as No. <u>1216698</u></p> <p>I certify that the within instrument was registered in the BRANDON Land Titles Office and entered on Title No. <u>1780662</u></p> <p><u>[Signature]</u> For District Registrar</p>	

LAND TITLES OFFICE
FEB 28 2008
BRANDON, MAN.

CAVEAT

1216698

APR - 8 2008

CAVEAT Form 18.1

District of Brandon

1216698

1. CAVEATOR(S) include address and postal code

I-(We), ENBRIDGE PIPELINES INC. P.O. Box 398, 10201 Jasper Avenue, Edmonton, Alberta T5J 2J9

claim an interest in the following land or mortgage, and I forbid the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

An equitable interest in the undermentioned land claimed pursuant to section 111(1) of The Real Property Act, pursuant to a written agreement dated November 29, 2007 between the owner of the undermentioned land and Enbridge Pipelines Inc., a copy of which written agreement is attached hereto.

✓ see schedule

3. LAND DESCRIPTION

PARCEL TWO: W½ 1-9-26-WPM
 EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER NO. 99565.

MORTGAGE NUMBER

TITLE NUMBER(S) 1780662

see schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code

R & C Chapman Farms Ltd., Box 490, Virden, Manitoba R0M 2C0

see schedule

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code

P.O. Box 398, 10201 Jasper Avenue, Edmonton, Alberta T5J 2J9

6. SIGNATURE OF CAVEATOR(S)

1. That I am the within Agent of the Caveator and the statements herein are true in substance and in fact.
2. The within Caveator has a good and valid claim upon the within land and this caveat is not filed for the purpose of delaying or embarrassing any person.

Jason Svenningsen

Name

Signature

DATE
Y M D
08/02/08

Name

Signature

7. FARM LANDS OWNERSHIP DECLARATION

BY VIRTUE OF Agreement to Purchase Lease Loan Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:

- Strike out inappropriate statement(s) and initial*
1. The within land is not farm land as defined in The Farm Lands Ownership Act.
 2. The within farm land is exempt by Regulation 325/87P of The Real Property Act, i.e. it is 6 acres or less.
 3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
 4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
 5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.
 6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
 7. Other (specify section of The Farm Lands Ownership Act):

Particulars:

Jason Svenningsen

Name

Signature

DATE
Y M D
08/02/08

Name

Signature

Caveator of Agent

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number

PROGRESS LAND SERVICES LTD., #300, 14815 - 119 Avenue, Edmonton, Alberta T5L 2N9,
 Attention: Jason Svenningsen, Land Manager,
 Phone: (780) 454-4717.
 Tract No. 4048

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

NOTE: SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. (IT TO BE READ AS INCLUDING ALL Caveator(s) whether individual or corporate.

ENBRIDGE PIPELINES INC.
 AGREEMENT FOR EASEMENT
 PROVINCE OF MANITOBA

I, (We) **R & C CHAPMAN FARMS LTD.**

(the "Owner"), being registered as owner or entitled to become registered as owner of an estate in fee simple, subject however to such encumbrances, liens and interests as appear on the Certificate of Title, in all that certain tract of land situated in the Province of Manitoba being composed of:

PARCEL TWO: **W 1/2 1-9-26 WPM
 EXC ALL MINES AND MINERALS AS
 SET FORTH IN TRANSFER NO. 99565.**

as described in the Certificate of Title numbered 1780662 registered with the Land Titles Office for the BRANDON Land Titles District (the "Lands"),

and in consideration of the sum of One Thousand Dollars (\$1,000.00), the receipt of which is hereby acknowledged, now paid or payable to the Owner (or to others having an interest in the Lands by encumbrance or otherwise), by ENBRIDGE PIPELINES INC., a corporation incorporated under the laws of Canada, and having its operating office in the City of Edmonton, in the Province of Alberta, and in consideration of the covenants and conditions hereinafter mentioned,

DO HEREBY GRANT, CONVEY, SET OVER AND TRANSFER to Enbridge Pipelines Inc., for itself, its employees, agents, contractors, subcontractors, successors and assigns, an easement (also referred to as the "right-of-way"), across, over, under, in, through or on the Lands to survey, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and repair one or more pipelines (subject to Clause 21 herein) and other facilities appurtenant, affixed or incidental thereto (hereinafter collectively referred to as the "Pipeline"), for the transportation, storage and handling of oil, other liquid and gaseous hydrocarbons and products thereof, together with the right of ingress and egress over the remainder of the Lands, to and from the right-of-way for Enbridge Pipelines Inc., its personnel, equipment, contractors and agents for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted.

The rights and easement are granted as and from the date hereof and for so long hereafter as Enbridge Pipelines Inc. desires to exercise same on the following terms and conditions which are hereby mutually agreed to:

- Enbridge Pipelines Inc. shall, upon the completion of a legal survey plan and within three (3) years of the registration of this Agreement at the Land Titles Office, deposit for registration at the appropriate Land Titles Office a plan of survey limiting the right-of-way across, over, under, in, through or on the Lands to a strip of land being generally eighteen and three tenths (18.3) meters (60 feet) in width within the Lands which right-of-way shall be substantially in the location as shown on the property sketch attached hereto. If Enbridge Pipelines Inc. has not either filed a plan of survey within the three (3) year period or provided to the Owner a plan of survey showing the location of the right of way to be substantially in the location shown on the property sketch, this Agreement shall be null and void and Enbridge Pipelines Inc. shall thereupon execute and register such documents as may be necessary to remove the registration of this Agreement from the title to the Lands. Following registration of such plan of survey Enbridge Pipelines Inc. shall, if it has not already done so, forward to the Owner at the address set forth in Clause 20 hereof an extract from the plan of survey showing the precise location of the right-of-way across, over, under, in, through or on the Lands (the "Surveyed Right of Way"). Reference to "right-of-way" in this Agreement shall mean the portion of the Lands as shown on the property sketch until the plan of survey is registered after which it shall mean the Surveyed Right of Way.
- Enbridge Pipelines Inc., having delivered or mailed to the Owner the extract from the plan of survey, shall as soon as it is practicable to do so, cause to be registered in the appropriate Land Titles Office, a document restricting the right-of-way to the Surveyed Right of Way. Notwithstanding the registration of such document Enbridge Pipelines Inc. shall continue to be entitled to enjoy the right of ingress and egress to and from the Surveyed Right of Way across the remainder of the Lands as set out in the granting provision of this Agreement.
- Enbridge Pipelines Inc. shall pay the compensation to the Owner for the grant of easement as follows:

Delete (a) or (b):

(a) one lump sum payment of Two thousand six hundred seventy two Dollars (\$26,700.00) *(initials) R.B.C.*

- or -

(b) by annual or periodic payments of equal or different amounts over a period of time as set forth in Schedule One attached hereto and forming part hereof. *(initials) R.B.C.*

If the Lump Sum Payment option is chosen, such payment shall be made on or before ninety (90) days from the date of execution of this Agreement by the Owner. In the event that this payment has not been made before such date, then this Agreement shall terminate and be at an end for all purposes and Enbridge Pipelines Inc. shall forthwith execute and register such documents as may be necessary to discharge this Agreement from the Certificate of Title for the Lands and shall notify the Owner of the registration of the discharge.

1. The Owner shall have the right fully to use and enjoy the right-of-way except as may be necessary for the purposes herein granted to Enbridge Pipelines Inc. provided however that the Owner shall not, without the prior written consent of Enbridge Pipelines Inc., which consent shall not be unreasonably withheld, excavate, drill, install, erect, place, plant or permit to be excavated, drilled, installed, erected, placed, or planted on, over, under, across or through the right-of-way any pit, well, foundation, pavement, building, tree, or any other structure, installation or object.
5. Notwithstanding the provisions of Clause 4, Enbridge Pipelines Inc. will not object to the Owner:
 - (i) paving existing farm lanes, private roads, driveways, and sidewalks across the right-of-way;
 - (ii) erecting fences across the right-of-way or any portion thereof; or
 - (iii) constructing drains or repairing drains on the right-of-way or any portion thereof;provided, however, that the Owner agrees to exercise a high degree of care in carrying out any excavation or drilling necessary for such fencing, paving or drainage, and in no event shall the Owner or his contractors perform such work in such a manner as to endanger or damage the Pipeline. Before the commencement of any such work, the Owner shall give to Enbridge Pipelines Inc. at least five (5) days prior notice in writing so as to enable a representative of Enbridge Pipelines Inc. to inspect the site of the proposed work and to advise how the work may be performed without damage to the Pipeline.
6. Enbridge Pipelines Inc. will compensate the Owner for all damages suffered as a result of its operations.
7. Enbridge Pipelines Inc. will, as soon as weather and soil conditions permit and insofar as it is practicable so to do, bury and maintain the Pipeline in a manner that will not interfere with the drainage or ordinary cultivation of the Lands, and will restore all drains damaged or disturbed by the operation, according to good drainage practice.
8. Notwithstanding that in constructing, maintaining and operating its Pipeline, Enbridge Pipelines Inc. may install pipe and other equipment and appurtenances in, on, over, under, across or through the right-of-way in such a manner that it or they become affixed to the Lands, the title to such pipe and other equipment and appurtenances shall until surrendered, remain in Enbridge Pipelines Inc. Enbridge Pipelines Inc. may at any time remove the whole or any part of the Pipeline.
9. Upon the discontinuance of the use of the said right-of-way and of the exercise of the rights hereby granted, Enbridge Pipelines Inc. shall and will restore the right-of-way to the same condition, so far as it is practicable so to do, as the same were in prior to the entry thereon and the use thereof by Enbridge Pipelines Inc. Enbridge Pipelines Inc. agrees to withdraw and discharge any registrations at the Land Titles Office pertaining to this Agreement upon the abandonment of the right-of-way.
10. Enbridge Pipelines Inc. in performing and observing the covenants and conditions contained in this Agreement, shall peaceably hold and enjoy the rights and easement hereby granted without hindrance, molestation or interruption on the part of the Owner or of any person, firm or corporation claiming by, through, under or in trust for the Owner.
11. Either party shall have the absolute right to assign this Agreement in whole or in part, and upon such assignment, shall give to the other party written notice thereof within ten (10) days, but Enbridge Pipelines Inc. need not give such notice upon assignment in the course of its corporate financing by way of a deed of trust, mortgage, debenture or a floating charge or upon assignment arising out of an amalgamation or merger.
12. This Agreement shall not affect or prejudice Enbridge Pipelines Inc.'s statutory rights to acquire an easement or any portion of the Lands under the provisions of the National Energy Board Act (the "Act"), or any other laws, which rights may be exercised at Enbridge Pipelines Inc.'s discretion in the event of the Owner being unable or unwilling for any reason to perform this Agreement or to give to Enbridge Pipelines Inc. a clear and unencumbered title to the right-of-way and easement herein granted.
13. The Owner will, if so requested by Enbridge Pipelines Inc., execute such further documents of title and assurances in respect of the Lands as may be required to perfect Enbridge Pipelines Inc.'s interest in the Lands.
14. Nothing contained herein shall vest in Enbridge Pipelines Inc. any title to mines or minerals in or under the right-of-way, except only the parts thereof that are necessary to be excavated, carried away or used in the construction of the Pipeline belonging to Enbridge Pipelines Inc..
15. Enbridge Pipelines Inc. will only locate any above ground installation (other than pipeline markers installed at property lines) upon the right-of-way with the consent and agreement of the Owner or, in the absence of such consent and agreement, in accordance with all authorizations and determinations made under the *National Energy Board Act* (including determinations made with respect to compensation payable).
16. Enbridge Pipelines Inc. will not object to any application made by the Owner under Section 112 of the Act so long as the proposed crossing is made in accordance with good engineering practice and does not interfere with the operation of the Pipeline.
17. This Agreement is a covenant running with the Lands and the provisions of this Agreement shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Owner and Enbridge Pipelines Inc., respectively.
18. Wherever the singular or masculine is used in this Agreement, it shall be construed as if the plural or feminine or the neuter, as the case may be, had been used where the context so requires.
19. It is agreed that the Owner shall have the right to transfer or convey his interest in the Lands and the covenants and conditions herein contained in one or more parcels and by one or more conveyances and that all the covenants and conditions herein contained shall extend to and be binding upon and enure to the benefit of each and all of the heirs, executors, administrators, successors, and assigns of the Owner in respect of each and every parcel transferred or conveyed.
20. All notices to be given hereunder may be given by registered letter addressed to Enbridge Pipelines Inc., PO Box 398, 16201 Jasper Avenue, Edmonton, Alberta, T5J 2J9, and to the Owner at Box 400, Virden, MB, R0M 0C0 or such other address as Enbridge Pipelines Inc. and the Owner may respectively appoint, from time to time, in writing, and any such notice shall be deemed to be given to and received seven (7) days after the mailing thereof, postage prepaid.

21. Enbridge Pipelines Inc. proposes to install two (2) pipelines in the right-of-way. Enbridge Pipelines Inc. will only install an additional pipeline or pipelines in the right-of-way with the consent and agreement of the Owner, or, in the absence of such consent and agreement, in accordance with all authorizations and determinations, including with respect to any additional compensation payable, made under the *National Energy Board Act*.
22. The Owner agrees that Enbridge Pipelines Inc. may, at its option, at any time in the course of operating the Pipeline enter upon the right-of-way with men and equipment and remove all shrubs and trees from the right-of-way.
23. Enbridge Pipelines Inc. shall indemnify the Owner from all liabilities, damages, claims, suits and actions arising out of the operations of Enbridge Pipelines Inc. other than liabilities, damages, claims, suits and actions resulting from the gross negligence or willful misconduct of the Owner.
24. The Owner confirms having the option of requiring the compensation for the rights herein granted to be made by one lump sum payment or by annual or periodic payments of equal or different amounts over a period of time and that the Owner has selected the method of compensation hereinbefore set out. The Owner further confirms that if the Owner has selected annual or other periodic payments, the amount of such compensation payable by Enbridge Pipelines Inc. shall be reviewed every five (5) years if the period of compensation extends beyond five (5) years.
25. The Owner acknowledges receipt of a notice given pursuant to Section 87(1) of the Act and given prior to the entering into of this Agreement, setting out or accompanied by:
 - (a) a description of the Lands of the Owner required by Enbridge Pipelines Inc. for a section or part of the Pipeline;
 - (b) details of the compensation offered by Enbridge Pipelines Inc. for such Lands required;
 - (c) a detailed statement made by Enbridge Pipelines Inc. of the value of such Lands required in respect of which compensation was offered;
 - (d) a description of the procedure for approval of the detailed route of Enbridge Pipelines Inc.'s Pipeline; and
 - (e) a description of the procedure available for negotiation and arbitration under Part V of the Act in the event that the Owner and Enbridge Pipelines Inc. are unable to agree on any matter respecting the compensation payable.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the 29 day of NOVEMBER, 2007.

SIGNED in the presence of:

David Lees
 Witness: DAVID LEES

Witness: _____

R & C CHAPMAN FARMS LTD.

Robert B. Chapman
 Per: Robert B. Chapman

Per: _____

Janice Sillatson
 Witness: _____

ENBRIDGE PIPELINES INC.
Kevin W. Underhill

Kevin W. Underhill
 Enbridge Pipelines Inc.
 Power of Attorney
 Registered as Instrument Nos. 1071013 and 1110378
 in the Brandon Land Registration District

THE HOMESTEAD ACT
 CONSENT TO DISPOSITION AND
 ACKNOWLEDGMENT (ATTACHED TO INSTRUMENT)

I, _____, the spouse or common-law partner of the (transferor, mortgagor, lessor, grantor, etc., as the case may be) named in the attached instrument consent to the disposition of the homestead effected by the attached instrument made between my spouse or common-law partner and **ENBRIDGE PIPELINES INC.**, affecting the homestead legally described as:

Title Number: _____

and acknowledge that:

1. I am the first spouse or common-law partner to acquire homestead rights in the property.

OR

A previous spouse or common-law partner of the (transferor, mortgagor, lessor, etc., as the case may be) acquired homestead rights in the property but those rights have been release or terminated in accordance with *The Homesteads Act*.

2. I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

 (name of spouse or common-law partner)

 (signature of spouse or common-law partner)

 (date)

 (name of witness)

 (signature of witness)

 (date)

A Notary Public in and for the Province of Manitoba/
 A Commissioner for Oaths in and for the
 Province of Manitoba
 My Commission expires: _____

CANADA)
 PROVINCE OF MANITOBA)
 TO WIT)

I, _____, and
 I, _____,
 both of the _____ of _____,
 in the Province of Manitoba,

(Severally) MAKE OATH AND SAY:

1. THAT I am (one of) the grantors named in the instrument within written, and I am/we are of the full age of eighteen years.
2. THAT I have no spouse or common-law partner as defined under "The Homesteads Act". No other person has acquired Homestead rights in the within land during my ownership.
3. THAT the person who consents to the instrument within written is the spouse or common-law partner of me (one of) the Grantors and has Homestead rights in the within land.
4. THAT the person who consents as spouse or common-law partner to the instrument within written is the spouse or common-law partner of me and has Homestead rights in the within land.
5. THAT my co-grantor is my spouse or common-law partner and has Homestead rights in the within land.
6. THAT no part of the land referred to on the instrument within written is the homestead of me, _____, (one of) the Grantors within the meaning of "The Homesteads Act".

(Severally) SWORN before me at the _____)
 of _____, in the Province of Manitoba)
 this _____ day of _____, 200____.)

 A Commissioner for Oaths in and
 for the Province of Manitoba
 My commission expires:

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF MANITOBA)
 TO WIT:)

I, DAVID LEES, of the
CITY of CALGARY, in the Province of
ALBERTA, MAKE OATH AND SAY:

- THAT I was personally present and did see R & C CHAPMAN FARMS LTD., Per: ROB CHAPMAN named in the within Instrument who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
- THAT the same was executed at the TOWN of CROMER, in the Province of MANITOBA, and that I am the subscribing witness thereto.
- THAT I know the said R & C CHAPMAN FARMS LTD., Per: ROB CHAPMAN named 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 Manitoba, this 10th day of)
January, 2008.)

[Signature])
 A Commissioner for Oaths in and)
 for the Province of Manitoba)
 My commission expires)

[Signature]
 DAVID LEES

JASON ALLAN SVENNINGSEN
 A Commissioner for Oaths
 In and for the Province of Manitoba
 For use outside Manitoba therein
 My Commission Expires March 16, 2009

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

I (We), CHAPMAN BROS FARMS LTD., Per: Perry Chapman
 in the Province of Manitoba having an interest in the within Lands by
 virtue of an Agreement or Instrument dated the _____ day of Verbal; DO HEREBY AGREE, that all
 my (our) rights, interests and estate which are, or may be, affected by the Agreement for Easement shall be fully bound by the terms
 and conditions thereof both now and henceforth.

DATED at the District of Virden, in the Province of Manitoba, this 20 day of December 2007.

Occupant: CHAPMAN BROS FARMS LTD.

[Signature]
 Witness: Mark Derkach

[Signature]
 Per: Perry Chapman

Witness: _____

Per: _____

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF MANITOBA)
 TO WIT:)

I, Mark Derkach, of the
District of Russell, in the Province of
Manitoba, MAKE OATH AND SAY:

- THAT I was personally present and did see CHAPMAN BROS FARMS LTD., Per: Perry Chapman named in the within Instrument who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
- THAT the same was executed at the District of Virden, in the Province of Manitoba, and that I am the subscribing witness thereto.
- THAT I know the said CHAPMAN BROS FARMS LTD., Per: Perry Chapman named 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 Manitoba, this 10th day of)
January, 2008.)

[Signature])
 A Commissioner for Oaths in and)
 for the Province of Manitoba)
 My commission expires)

[Signature]
 Mark Derkach

JASON ALLAN SVENNINGSEN
 A Commissioner for Oaths
 In and for the Province of Manitoba
 For use outside Manitoba therein
 My Commission Expires March 16, 2009

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Janice L. Tillotson of the
City of Edmonton, in the Province of Alberta,

MAKE OATH AND SAY:

1. THAT I was present and did personally see Kevin W. Underhill, 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 City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said Kevin W. Underhill named and he 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 22nd)
day of February, 2008)

Janice Tillotson
Janice L. Tillotson

Suzanne Cavers)
A Commissioner for Oaths in and for the)
Province of Alberta)

SUZANNE V. CAVERS
MY APPOINTMENT EXPIRES
JUNE 29, 2008

SCHEDULE ONE

Annual or Periodic Payment

✓ The consideration for this Agreement is the sum of _____
Dollars (\$) _____ of lawful money of Canada to be paid on the execution of this Agreement, the receipt of
which is hereby acknowledged by the Owner, and thereafter the sum of _____

_____ Dollars (\$) _____ of lawful money of Canada to be paid on or before the anniversary date thereafter for a
period of _____ () years. The amount of any annual or periodic payment will be reviewed every five (5) years.

The Owner hereby agrees to and accepts the annual or periodic payment set out above.

Witness: _____

Owner: _____

Witness: _____

Owner: _____

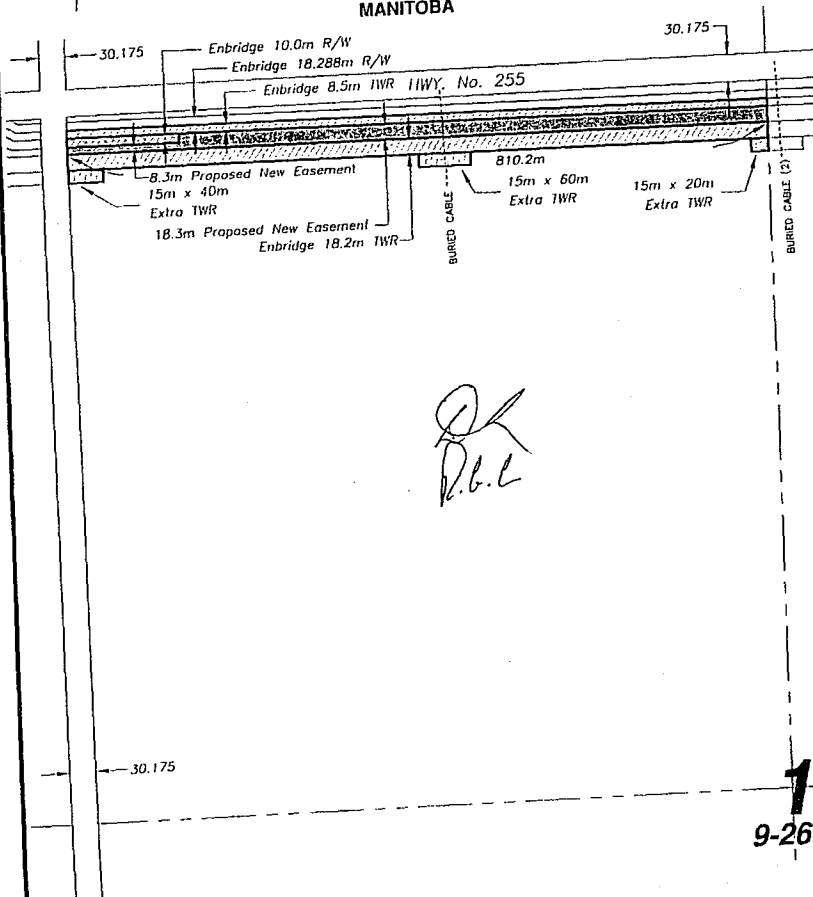
Witness: _____

Owner: _____

[Signature]
R.B.C.

Enbridge Pipelines Inc. Alberta Clipper & Southern Lights Projects

Property Sketch
Showing Approximate Location of
**Proposed Pipeline Easement, Existing Easement
and Temporary Working Rights**
within
N.W. 1/4 SEC. 1, TWP. 9, RGE. 26, W.1st.M.
R.M of PIPESTONE No. 162
MANITOBA



1
9-26-1

Owners: R & C CHAPMAN FARMS LTD.

Note:

*All distances are approximate and are based on Enbridge Route Sheet digital mapping data files.

Title No: 1780662

Enbridge Ref. Dwg: SK-SL-2006-011

Enbridge Ref. KP: 985.3

Tri-City Surveys Ltd. Revisions:

- Existing Easement = 0.13 ha. 0.32 ac.
- Proposed New Easement = 1.35 ha. 3.34 ac.
- Temporary Working Rights (IWR) = 2.16 ha. 5.34 ac.
- Extra Temporary Working Rights (Extra TWR) = 0.18 ha. 0.44 ac.

Tract No. 4048

Scale: 1:5000

File No.: S06179

Date: Feb. 2, 2007

DATED _____, A.D. 20__

R & C CHAPMAN FARMS LTD.

- and -

ENBRIDGE PIPELINES INC.

**AGREEMENT FOR EASEMENT
MANITOBA**

ENBRIDGE PIPELINES INC.
Operations Services
P.O. Box 398
Edmonton, Alberta
T5J 2J9

ENBRIDGE PIPELINES INC.
ADDENDUM TO AGREEMENT FOR EASEMENT

BETWEEN:

R+C CHAPMAN FARMS LTD. PER: ROB CHAPMAN
(the "Owner")

- and -

ENBRIDGE PIPELINES INC.

This Addendum is attached to and forms part of the Easement Agreement entered into between Enbridge Pipelines Inc. and the Owner dated NOVEMBER 29, 2007 referencing Tract No. 4048 as described in the Certificate of Title numbered 1780662 registered with the Land Titles Office for the BRANDON Land Titles District (the "Lands") (the "New Easement Agreement"). For and in consideration of the sum of one dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, Enbridge Pipelines Inc. and the Owner hereby agree to amend:

- (i) the New Easement Agreement;
- (ii) any prior easement agreement between Enbridge Pipelines Inc. (and/or its predecessor(s)) and the Owner (and/or its predecessor(s) in title) pursuant to which agreement Enbridge Pipelines Inc. acquired right-of-way within which the Alberta Clipper and/or Southern Lights LSR pipelines will be installed (the "Existing Easement Agreement"); and
- (iii) any other prior easement agreement between Enbridge Pipelines Inc. (and/or its predecessor(s)) and the Owner (and/or its predecessor(s) in title) pursuant to which agreement Enbridge Pipelines Inc. acquired right-of-way for its pipelines existing as of the date hereof, and which is not an Existing Easement Agreement (the "Remaining Easement Agreements")

as follows:

1. In this Addendum, all capitalized terms used and not defined herein shall have the same meaning ascribed to them in the New Easement Agreement.

2. The Granting Clause of the New Easement Agreement and the Existing Easement Agreement is hereby amended by adding the following:

Except in case of emergency or in accordance with an executed Integrity Dig Agreement as contemplated in Schedule 5 of the Settlement Agreement dated October 12, 2007 between Enbridge Pipelines Inc. and the Owner, Enbridge Pipelines Inc. shall not enter upon the remainder of the Lands of the Owner other than the right-of-way without the Owner's consent. The determination of what constitutes an emergency is within Enbridge Pipelines Inc. absolute discretion but is a situation in which Enbridge Pipelines Inc. has a need to access the Pipeline in the public interest without notice to the Owner, subject to the Owner's right to compensation for all damages suffered as a result thereof. Enbridge Pipelines Inc. will make reasonable efforts to advise Owner of the emergency circumstances within 72 hours of entry upon such lands.

3. Paragraph 9 of the New Easement Agreement and/or the equivalent provision in the Existing Easement Agreement and/or the equivalent provision in the Remaining Easement Agreements is hereby amended by adding the following:

Upon the abandonment of the Pipeline, Enbridge Pipelines Inc. will, at its option:

- (a) remove the Pipeline from the Lands;
 - (b) maintain the Pipeline including the application of cathodic protection for as long as Enbridge Pipelines Inc. exercises its rights under this Agreement; or
 - (c) surrender the right-of-way with the Owner's consent.
4. Paragraph 11 of the New Easement Agreement and/or the equivalent provision in the Existing Easement Agreement and/or the equivalent provision in the Remaining Easement Agreements is deleted in its entirety and replaced with the following:

The Owner shall have the right to assign this Agreement in whole or in part and upon such assignment, shall give to Enbridge Pipelines Inc. written notice thereof within ten (10) days. Enbridge Pipelines Inc. shall have the right to assign this Agreement in whole or in part:

- (a) to an assignee that meets a minimum threshold credit rating of not less than BBB (low) by Dominion Bond Rating Service Limited or BBB- by Standard & Poors Corporation or Baa3 by Moody's Investor Services, Inc. assigned to the

unsecured and senior unsubordinated long-term debt obligations (not supported by third party credit enhancement) by the respective rating agency (a "Rated Assignee"). For greater certainty, where the assignee is rated by more than one agency, the lowest credit rating will apply. Enbridge Pipelines Inc. shall provide written notice thereof to Owner within ten (10) days;

- (b) to any third party not a Rated Assignee, provided Enbridge Pipelines Inc. remains liable to the Owner for any abandonment obligations. Enbridge Pipelines Inc. shall provide written notice thereof to Owner within ten (10) days.;
or
- (c) to any third party not a Rated Assignee, provided Enbridge Pipelines Inc. demonstrates to the Owner's satisfaction (acting reasonably) that such assignee is financially sound in which case Owner shall provide its prior written consent to the assignment.

The foregoing provisions do not apply to a corporate financing by way of a deed of trust, mortgage, debenture or a floating charge or upon an amalgamation or merger.

5. Paragraph 15 of the New Easement Agreement and/or the equivalent provision in the Existing Easement Agreement is amended by adding the following:

Enbridge Pipelines Inc. agrees to make all reasonable efforts to locate above-ground installations (other than Pipeline markers installed at property lines) adjacent to lot lines and public road allowances. Enbridge Pipelines Inc. shall keep down weeds on any lands removed from cultivation by reason of locating any surface facilities thereon.

6. Except as amended by this Addendum, the New Easement Agreement, the Existing Easement Agreement and the Remaining Easement Agreements remain unchanged and in full force and effect. In the event of any inconsistency between the New Easement Agreement, the Existing Easement Agreement and the Remaining Easement Agreements and this Addendum, the terms of the Addendum shall prevail but only to the extent necessary to remedy the inconsistency.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Addendum as of the 19 day of NOVEMBER, 2007.

David Lees

Witness: DAVID LEES

Robert G. Chapman

Owner: Robert G. Chapman

Witness:

Owner:

Enbridge Pipelines Inc.

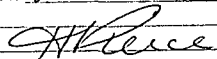
Janice Sillitson

Witness:

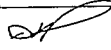
Per. Kevin W. Underhill

Kevin W. Underhill
Enbridge Pipelines Inc.
Power of Attorney
Registered as Instrument Nos. 1071013 and 1110379
in the Brandon Land Registration District

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration	
Registered this date <u>JUN 17 2010</u>	
as No. <u>1067110</u>	
I certify that the within instrument was registered in the BRANDON Land Titles Office and entered on	
Title No. <u>1780662</u>	
 For District Registrar	
CAVEAT	
LAND TITLES OFFICE JUN 17 2010 BRANDON, MAN.	

1/2
1067110

 JUL 27 2010

Caveat

Approved as to form - Registrar General - Reg. No. 2223431
Where an instrument is registered that does not conform with the form of the instrument prescribed by the regulations, the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.

Form IS-1

District of BRANDON LAND TITLES OFFICE

Manitoba
Consumer & Corporate Affairs
Land Titles

P9072521 001

1. CAVEATOR

MTS Allstream Inc.
333 Main Street, PO Box 6666, Winnipeg, MB R3C 3V6

claims an interest in the following land and forbids the registration of any instrument affecting this interest unless such instrument be expressed to be subject to its claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

An agreement in writing dated the 17 day of May 2010 between

R & C CHAPMAN FARMS LTD.

and the within Caveator whereby the said

R & C CHAPMAN FARMS LTD.

grants to the within Caveator an easement or right-of-way for the purpose of constructing, erecting, laying and maintaining underground telecommunications lines and cables with pedestals as more specifically described in the agreement attached hereto and marked as Exhibit "A".

3. LAND DESCRIPTION

THE WLY 12 METRES PERP OF THE NW 1/4 SECTION 1-9-26 WPM
EXC. ALL MINES AND MINERALS AS SET FORTH IN TRANSFER NO. 99565.

wly 12 m of NW 1/4

TITLE NUMBER(S) 1780662

see schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE (include postal code)

R & C CHAPMAN FARMS LTD.
BOX 490, VIRDEN, MB R0M 2C0

see schedule

5. ADDRESS OF CAVEATOR FOR SERVICE (include postal code)

MTS Allstream Inc.
Property Acquisition
627 ERIN STREET
PO Box 6666
WINNIPEG, MB R3C 3V6

6. SIGNATURE OF CAVEATOR

1. That I, Brenda Matte, am the agent of MTS Allstream Inc., the within Caveator, and I verily believe the statements herein are true in substance and in fact.

2. The said Caveator has a good and valid claim upon the within land, and this caveat is not filed for the purpose of delaying or embarrassing any person.

Brenda Matte
MTS Allstream Inc.

SIGNATURE

DATE
Y M D
10 06 07

7. FARM LANDS OWNERSHIP DECLARATION

The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because the within land is not farm land as described in *The Farm Lands Ownership Act*.

Brenda Matte
MTS Allstream Inc.
Agent

DATE
Y M D
10 06 07

8. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address and postal code)

MTS Allstream Inc.
Property Acquisition
627 ERIN STREET
PO Box 6666
WINNIPEG, MB R3C 3V6

IMPORTANT NOTICE: By virtue of Section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

MTS

RIGHT-OF-WAY AGREEMENT

File # P9072521
Tract # 001
Ref # 2006891

THIS AGREEMENT made in triplicate this 17th day of May 2010

BETWEEN:
R & C CHAPMAN FARMS LTD.

(hereinafter referred to as the "Grantor")

and

MTS ALLSTREAM INC.
(hereinafter referred to as "MTS")

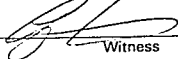
- This is the agreement referred to in the above mentioned Transfer of Land as being an Easement "A".
1. In consideration of the payment of FIVE HUNDRED dollars (\$500.00), the receipt of which is acknowledged, the Grantor, being the registered owner of the land described below (the "Land"), grants to MTS a right, licence and easement over, across, upon and under the Land ("Right-of-Way"), with permission to enter upon the Right-of-Way and to construct, maintain, repair, remove, add and replace buried and aerial telephone and telecommunications lines, wires, cables, equipment, and pedestals as may be required (the "Telecommunications Plant") on, within and under the Right-of-Way:

THE WLY 12 METRES PERP OF THE NW 1/4 SECTION 1-9-26 WPM
EXC. ALL MINES AND MINERALS AS SET FORTH IN TRANSFER NO. 99565.

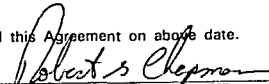
Title(s): 1780662

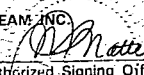
2. The Grantor grants to MTS and its contractors and agents the right of free and unimpeded access to any part of the Right-of-Way for the purposes described in paragraph 1 above, which rights may be exercised without charge and at any and all times by MTS and its contractors and agents. MTS agrees that any tree or brush clearing or removal within the Right-of-Way shall be undertaken by mutual agreement of the Grantor and MTS. In the event MTS must re-enter the Right-of-Way for any of the purposes described in paragraph 1 above, MTS, wherever practicable, will notify the Grantor in advance of such re-entry, provided that the lack of such notification to the Grantor shall not in any way affect MTS's rights under this Agreement.
3. MTS and its contractors and agents shall exercise the rights granted under this Agreement in a careful manner so as to cause a minimum of inconvenience or damage to the Grantor. In addition to the consideration specified in paragraph 1 above, MTS shall pay reasonable compensation to the Grantor for damage to the Grantor's crops which is caused in the exercise of the rights granted under this Agreement. Where damage to the Land or improvements to the Land is caused in the exercise of these rights, MTS, or its contractors or agents, shall restore the Land or improvements to the Land to a condition which is as close as reasonably practicable to the condition thereof immediately prior to the exercise of these rights, and, where such restoration cannot be effected, MTS shall pay reasonable compensation to the Grantor in respect of such damage.
4. The Grantor agrees to provide reasonable notice to MTS of its intention to excavate or to remove the soil from or within the Right-of-Way, so as to enable MTS to undertake such measures as may be necessary to protect the Telecommunications Plant against damage.
5. The Grantor agrees to obtain the consent of MTS before erecting or permitting the erection of any building or structure or within the Right-of-Way, which consent will not be unreasonably withheld by MTS.
6. The Grantor acknowledges that this Agreement may be registered by MTS at the appropriate Land Titles Office. Where the registration of this Agreement requires a plan of survey, the Grantor authorizes and directs MTS to insert the registered plan number in the blank space left for that purpose in this Agreement. The Grantor agrees that such insertion shall not affect this Agreement and/or the rights granted under this Agreement, and that this Agreement shall have the same force and effect as though the registered plan number had been included in this Agreement at the time of its execution.
7. To the intent that the rights, licences and privileges contained in this Agreement may run with the Land, the Grantor covenants and agrees that such rights, licences and privileges shall enure to the benefit of MTS, its successors and assigns, and shall be binding upon the Grantor and the Grantor's successors in title, and the owners or occupiers for the time being of the Land or any part of the Land.

IN WITNESS WHEREOF the parties have executed this Agreement on above date.



Witness

 Pres
R & C CHAPMAN FARMS LTD.

MTS ALLSTREAM INC.
Per: 

Authorized Signing Officer

Consent To Disposition And Acknowledgement (Attached To Instrument)

I, _____, the spouse or common-law partner of the Grantor named in the attached instrument, consent to the disposition of the homestead effected by the attached instrument made between my spouse or common-law partner and MTS ALLSTREAM INC., affecting the homestead legally described in the attached instrument and acknowledge that:

- I am the first spouse or common-law partner to acquire homestead rights in the property.
OR
 A previous spouse or common-law partner of the Grantor acquired homestead rights in the property but those rights have been released or terminated in accordance with The Homesteads Act.
- I am aware that The Homesteads Act gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
- I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
- I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

(Name of spouse or common-law partner) (Signature of spouse or common-law partner) (Date)

(Name of witness) (Signature of witness) (Date)

A Notary Public/Commissioner for Oaths in and for the Province of Manitoba. My commission expires _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF MANITOBA
TO WIT: } _____

I, D. Craig Wintreas
of the Rm of Dauphin
in the Province of Manitoba, RIGHT-OF-WAY AGENT

make oath and say:

- THAT I was personally present and did see Robert Chapman the within Grantor(s) execute the within instrument.
- THAT I know the said part(ies) and am satisfied that he is of the full age of eighteen years.
- THAT the said instrument was executed at Rm of Wallace and that I am a subscribing witness thereto.

Sworn before me at the city
of Brandon in the
Province of Manitoba, this 18th
day of May 2010

Neil Spivich
A Notary Public/Commissioner for Oaths in and for the Province of Manitoba. My commission expires May 23, 2010

AFFIDAVIT OF GRANTOR

CANADA
PROVINCE OF MANITOBA
TO WIT: } _____

I, _____
and I _____
(both) of the _____ of _____
in the Province of Manitoba,

(severally) make oath and say:

- THAT I am (one of) the within named Grantor(s) and that I am of the full age of eighteen years.
- THAT I am (one of) the (person(s) entitled to be) registered owner(s) of the within described lands.
- THAT my co-Grantor is the husband or common-law partner of me, _____ (one of) the Grantors.
- THAT my co-Grantor is the wife or common-law partner of me, _____ (one of) the Grantors.
- THAT I have no husband/wife or common-law partner.
- THAT the person who consents as husband/wife or common-law partner to the attached instrument is the _____ (the Grantor.)
husband/wife or common-law partner of me,
- THAT no part of the land referred to in the attached instrument is, or ever has been, the homestead of _____ within the meaning of The Homesteads Act.
me,

(Severally) Sworn before me at the _____
of _____ in the _____
Province of Manitoba the _____
day of _____

} _____

A Notary Public/Commissioner for Oaths in and for the Province of Manitoba. My Commission expires _____

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Karen Gona

of the City _____ of Edmonton

in the Province of Alberta make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed

at the City of Edmonton in the Province of Alberta

by JASON SVENNINGSSEN

I verily believe that each person whose signature I witnessed is of the full age of majority and is the party of the same name referred to in the instrument.

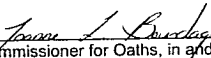
SWORN before me at the City

of Edmonton, in the Province of Alberta

this 6th day of July, 2011



Karen Gona

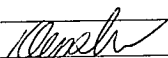


A Commissioner for Oaths, in and for the
Province of Alberta

JOANNE L. BOURDAGE
MY COMMISSION EXPIRES MARCH 29, 2013



LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
<p align="center">Certificate of Registration</p> <p>Registered this date <u>JUL 12 2011</u></p> <p>as No. <u>1291617</u></p> <p>I certify that the within instrument was registered in the <u>Brandon</u> Land Titles Office and entered on Title No. <u>1780662</u></p> <p> _____ For District Registrar</p>	<p align="center" style="writing-mode: vertical-rl; transform: rotate(180deg);">DISCHARGE PD</p> <div data-bbox="668 1458 870 1597" style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p align="center">LAND TITLES OFFICE JUL 12 2011 BRANDON, MB</p> </div>

1/2 1291617

DISCHARGE Form 12

District of BRANDON

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.
 NOTE: SINGULARS INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE.
 * TO BE READ AS INCLUDING ALL Applicant(s) whether individual or corporate.

1. **APPLICANT(S)** include address and postal code
 ENBRIDGE PIPELINES INC. P.O. Box 398, 10201 Jasper Avenue, Edmonton, Alberta T5J 2J9
 see schedule

2. **NATURE OF APPLICATION**

Full Discharge of Instrument No. _____ Mortgage Caveat
 Other (specify) _____ Other (specify) _____

Partial Discharge of Instrument No. 1216698 Mortgage Caveat
 Other (specify) _____

3. **LAND DESCRIPTION** Complete only for a Partial Discharge.
 DO NOT Complete for a Full Discharge.

PARCEL TWO: W 1/2 1-9-26 WPM
 EXC ALL MINES AND MINERALS AS
 SET FORTH IN TRANSFER NO. 99565.

EXCEPT ALL THAT PORTION OF RIGHT-OF-WAY AS SHOWN ON PLAN 51478 B.L.T.O.

*w/ 1/2
 all P&R
 ex PLAN 51478*

TITLE NUMBER(S) 1780662 see schedule

4. **SIGNATURE OF APPLICANT(S)**



Strike out inappropriate statement(s) and initial

Please discharge the above instrument
 IN FULL, all money due or to grow due on same has been paid.
 OR
 IN PART, only as to the land set out in Box 3,
 receipt of \$ _____ acknowledged.

The above instrument has not been assigned except as follows:

1985

DATE
Y M D
11/ 07/ 06

Witness  Name JASON SVENNINGSEN Signature (Agent) 

Witness _____ Name _____ Signature _____

Witness _____ Name _____ Signature _____

Complete affidavit of subscribing witness (see reverse)

5. **INSTRUMENT PRESENTED FOR REGISTRATION BY** include address, postal code, contact person and phone number
 Progress Land Services Ltd., 12831 - 163 Street NW, Edmonton, Alberta R5V 1M5,
 Attention: JASON SVENNINGSEN, Land Manager, Phone: (780) 454-4717.
 Tract No. 4048

CAVEAT Form 10.1



1. CAVEATOR(S) (full legal name and address for service)
Enbridge Pipelines Inc.
P.O. Box 398, 10201 Jasper Avenue, Edmonton, Alberta T5J 2J9

claim(s) an interest in the following land or mortgage, and forbids the registration of any instrument affecting the interest unless such instrument be expressed to be subject to their claim.

2. ESTATE OR INTEREST IN LAND CLAIMED (please specify)

- Easement (you must specify both dominant and servient lands in Box 4)
Statutory Easement (the agreement must be attached)
Agreement for Sale of Land
Unregistered Transfer of Land
Equitable Mortgage / Unregistered Mortgage
Option to Purchase
Unpaid Vendor's Lien
Development Agreement pursuant to either The Planning Act or The City of Winnipeg Charter (if the Development Agreement is pursuant to The Planning Act, it must be attached)
Restrictive Covenant (you must specify both the restricted and the benefitting lands in Box 4)
Building Scheme/Development Scheme (you must specify both the lands affected by and benefitting from the scheme in Box 4)
Beneficial Interest under a Trust
Reversionary Right/Determinable Fee Simple
Conservation Agreement
Lease. Expiry of term and all renewals (YYYY/MM/DD):
Petroleum and Natural Gas Lease. Expiry of term and all renewals (YYYY/MM/DD):
Other expiry details:
[X] Other (specify): Agreement to Amend Easement

see schedule

3. BASIS FOR CLAIM

Agreement to Amend Easement dated July 29, 2015 between R & C CHAPMAN FARMS LTD. as Owner and Enbridge Pipelines Inc., as a result of decommissioning (SV-D526)

see schedule

4. LAND DESCRIPTION

NW 1/4 1-9-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER NO. 99565

PIPELINE EASEMENT 79957 BLTO
PIPELINE EASEMENT PLAN 596 BLTO
IN THE NW 1/4 OF SECTION 1-9-26 WPM

TITLE NO.(S) 1780662/2 & 2441062/2 MORTGAGE/ENCUMBRANCE NO.(S) 79957/2

see schedule

5. NAME OF REGISTERED OWNER(S) WHOSE INTEREST(S) IS(ARE) AFFECTED

R & C CHAPMAN FARMS LTD.
Box 1803 Virden, Manitoba R0M 2C0

6. EVIDENCE OF CAVEATOR(S)

(strike out inappropriate statement(s) and sign below:)

see schedule

- 1. I am (the agent of) the caveator(s) and the statements made in this caveat are true in substance and in fact.
2. I personally believe that the within caveator(s) (has/have) a good and valid claim upon the within land.
3. This caveat is not filed for the purpose of delaying or embarrassing any person.
4. This caveat is not being filed for the purpose of giving notice of a disposition that is prohibited by section 4 of The Homesteads Act.
5. The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:
(a)The interest being claimed is not claimed pursuant to a purchase, an option, a lease or a loan.
(b)The within land is not farm land as defined in The Farm Lands Ownership Act.
(c)The interest in the farm land is being claimed pursuant to a bona fide debt obligation.
(d)Other (specify section of The Farm Lands Ownership Act):
Particulars:
6. The within Caveator is an "eligible grantee" within the meaning of Section 111(1) of The Real Property Act.

Phil Risto, Operations Manager
Sun Valley Land Ltd., Agent

Phil Risto

2015/12/22

name of caveator or agent

signature

date (YYYY/MM/DD)

name of caveator or agent

signature

date (YYYY/MM/DD)

7. IMPORTANT NOTICES

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all caveators whether individual or corporate.

8. INSTRUMENT PRESENTED FOR REGISTRATION BY *(include address, postal code, contact person and phone number)*

Sun Valley Land Ltd., 306, 1133 4th Street, Estevan, Saskatchewan S4A 0W6
Contact Person: Phil Risto 306-634-6684 (SV-D526)

LAND TITLES OFFICE USE ONLY

SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES) _____

Set for acceptance	<input type="checkbox"/>	Fee	_____
Examined by:	<input type="checkbox"/>	Fee adjustment	_____
Fees checked	<input type="checkbox"/>	<input type="checkbox"/> Extra Fee	<input type="checkbox"/> Refund
		Registration No. /	



Consumer and
Corporate Affairs Canada

Consommation
et Corporations Canada

Canada Business
Corporations Act

Loi régissant les sociétés
par actions de régime fédéral

I HEREBY CERTIFY THAT THE ATTACHED
IS A TRUE COPY OF THE DOCUMENT
MAINTAINED IN THE RECORDS OF THE
DIRECTOR.

JE CERTIFIE, PAR LES PRÉSENTES,
QUE LE DOCUMENT CI-JOINT EST
UNE COPIE EXACTE D'UN DOCUMENT
CONTENU DANS LES LIVRES TENUS
PAR LE DIRECTEUR.

Elaine M. Collins

DEPUTY DIRECTOR / DIRECTEUR ADJOINT

DATE



Canada



Certificate of Amendment

Certificat de modification

Canada Business
Corporations Act

Loi régissant les sociétés
par actions de régime fédéral

INTERHOME ENERGY INC.
2684713 CANADA INC.
HOME OIL COMPANY LIMITED

012059-6
268471-3
270833-7

Name of Corporation - Dénomination de la société

Number - Numéro

I hereby certify that the
Articles of the above-mentioned
Corporation were amended

Je certifie par les présentes que
les statuts de la société
mentionnée ci-haut ont été modifiés

(a) under Section 13 of the
Canada Business Corporations
Act in accordance with the
attached notice;

(a) en vertu de l'article 13 de la
Loi régissant les sociétés par
actions de régime fédéral
conformément à l'avis ci-joint;

(b) under Section 27 of the
Canada Business Corporations
Act as set out in the attached
Articles of Amendment
designating a series of shares;

(b) en vertu de l'article 27 de la
Loi régissant les sociétés par actions
de régime fédéral tel qu'indiqué dans
les clauses modificatrices ci-jointes
désignant une série d'actions;

(c) under Section 177 of the
Canada Business Corporations
Act as set out in the attached
Articles of Amendment;

(c) en vertu de l'article 177 de la
Loi régissant les sociétés par actions
de régime fédéral tel qu'indiqué dans
les clauses modificatrices ci-jointes;

(d) under Section 191 of the
Canada Business Corporations
Act as set out in the attached
Articles of Reorganization;

(d) en vertu de l'article 191 de la
Loi régissant les sociétés par actions
de régime fédéral tel qu'indiqué
dans les clauses de réorganisation
ci-jointes;

(e) under Section 192 of the
Canada Business Corporations
Act as set out in the attached
Articles of Arrangement.

(e) en vertu de l'article 192 de la
Loi régissant les sociétés par actions
de régime fédéral tel qu'indiqué dans
les clauses d'arrangement ci-jointes.

directeur adjoint

Deputy Director

May 1, 1991 / le 1 mai 1991

Date of Amendment - Date de la modification

<p>1. Name of the applicant corporation(s) Dénomination(s) de la (des) société(s) requérante(s)</p> <p>INTERHOME ENERGY INC. 2684713 CANADA INC. HOME OIL COMPANY LIMITED</p>	<p>2. Corporation No(s) — N°(s) de la (des) société(s)</p> <p>012059-6 268471-3 270833-7</p>
<p>3. Name of the corporation(s) the articles of which are amended, if applicable Dénomination(s) de la (des) société(s) dont les statuts sont modifiés, lorsqu'applicable</p> <p>INTERPROVINCIAL PIPE LINE INC. PIPELINE INTERPROVINCIAL INC.</p>	<p>4. Corporation No(s) — N°(s) de la (des) société(s)</p> <p>012059-6</p>
<p>5. Name of the corporation(s) created by amalgamation, if applicable Dénomination(s) de la (des) société(s) issue(s) de la (des) fusion(s), lorsqu'applicable</p> <p>HOME OIL COMPANY LIMITED</p>	<p>6. Corporation No(s) — N°(s) de la (des) société(s)</p> <p>271133-8</p>
<p>7. Name of other bodies corporate involved, if applicable Dénominations des autres personnes morales impliquées, lorsqu'applicable</p> <p>Not Applicable</p>	<p>8. Corporation No(s) or jurisdiction of incorporation — N°(s) de la (des) société(s) ou juridiction de constitution</p> <p>Not Applicable</p>

9. In accordance with the order approving the arrangement

Conformément à l'ordonnance approuvant l'arrangement

a) the articles of the above-referenced corporation(s) are amended in accordance with the attached plan of arrangement



les statuts de la (des) société(s) mentionnée(s) ci-dessus sont modifiés en conformité avec le plan d'arrangement ci-joint.

b) the following corporations are amalgamated in accordance with the attached plan of arrangement:



les sociétés ci-après sont fusionnées conformément au plan d'arrangement ci-joint.

2684713 CANADA INC.

HOME OIL COMPANY LIMITED

and the rights, privileges, restrictions and conditions attaching to the shares that the amalgamated corporation is authorized to issue namely, an unlimited number of Common Shares and an unlimited number of Preference Shares, issuable in series, are set out in Appendix III to such plan

c) the plan of arrangement attached hereto, involving the above-referenced corporations is hereby effected



le plan d'arrangement ci-joint impliquant la (les) société(s) précitée(s) prend effet par les présentes.

<p>Date</p> <p>April 30, 1991</p>	<p>Signature of the applicant corporation(s) Signature de (des) société(s) requérante(s)</p> <p>See Schedule A</p>	<p>Description of office — Description du poste</p> <p>See Schedule A</p>
-----------------------------------	--	---

FOR DEPARTMENTAL USE ONLY — À L'USAGE DU
MINISTÈRE SEULEMENT
Filed — Déposé

April 30, 1991



Saskatchewan
Justice
Corporations
Branch

318877
Corporation Number

Certificate of Amendment

The Business Corporations Act
Extra Provincial Corporation

I hereby certify that

ENBRIDGE PIPELINES INC. PIPELINES ENBRIDGE INC.

(formerly INTERPROVINCIAL PIPE LINE INC. PIPELINE INTERPROVINCIAL INC.)

has registered an amendment made to its articles under the laws of CANADA
in accordance with the attached.



Given under my hand and seal

this 16th day

of October, 1998

A handwritten signature in black ink, appearing to read "Philip J. Flory".

Philip J. Flory, Director



Certificate of Amendment

Canada Business Corporations Act

Certificat de modification

Loi canadienne sur les sociétés par actions

PROVINCE OF SASKATCHEWAN REGISTERED OCT 16 1998 CORPORATIONS BRANCH

ENBRIDGE PIPELINES INC. PIPELINES ENBRIDGE INC.

012059-6

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the above-named corporation were amended

Je certifie que les statuts de la société susmentionnée ont été modifiés :

(a) under section 13 of the Canada Business Corporations Act in accordance with the attached notice;

a) en vertu de l'article 13 de la Loi canadienne sur les sociétés par actions, conformément à l'avis ci-joint;

(b) under section 27 of the Canada Business Corporations Act as set out in the attached articles of amendment designating a series of shares;

b) en vertu de l'article 27 de la Loi canadienne sur les sociétés par actions, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;

(c) under section 179 of the Canada Business Corporations Act as set out in the attached articles of amendment;

c) en vertu de l'article 179 de la Loi canadienne sur les sociétés par actions, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;

(d) under section 191 of the Canada Business Corporations Act as set out in the attached articles of reorganization.

d) en vertu de l'article 191 de la Loi canadienne sur les sociétés par actions, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes.

RLH LP

Director - Directeur

October 13, 1998/le 13 octobre 1998 Date of Amendment - Date de modification

Canada Business
Corporations Act

FORMULE 4
Loi régissant les sociétés
par actions de régime fédéral

ARTICLES OF AMENDMENT
(SECTION 27 OR 177)

FORM 4
CLAUSES MODIFICATRICES
(ARTICLE 27 OU 177)

1 - Name of Corporation - Dénomination de la société

INTERPROVINCIAL PIPE LINE INC.
PIPELINE INTERPROVINCIAL INC.

2 - Corporation No. - N°

012059-6

PROVINCE OF SASKATCHEWAN
REGISTERED
OCT 16 1998

3 - The articles of the above-named corporation are amended

as follows:

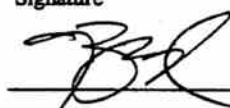
Les statuts de la société mentionnée ci-dessus sont modifiés

de la façon suivante:

CORPORATIONS
BRANCH

Pursuant to subsection 173(1)(a) of the Canada Business Corporations Act (the "CBCA"), the articles of incorporation are amended by deleting Article 1 entirely and replacing it with the following:

"The name of the Corporation is ENBRIDGE PIPELINES INC.
PIPELINES ENBRIDGE INC."

Date	Signature	Title - Titre
1998/10/06		Assistant Secretary

FOR DEPARTMENTAL USE ONLY - A L'USAGE DU MINISTRE SEULEMENT
Filed - Déposée

CT1997|DDAWB|20908.1.1

OCT 13 1998

SCHEDULE 1

Manitoba

TRACT: SV-D526

ENBRIDGE PIPELINES INC.

**AGREEMENT TO AMEND EASEMENT
PROVINCE OF MANITOBA**

R & C CHAPMAN FARMS LTD. (the "Owner"), of **Virden, Manitoba**, being registered as owner(s) or entitled to become registered as owner(s) of an estate in fee simple, subject however to such encumbrances, liens and interests as appear on the Certificate of Title, in all that certain tract of land situated in the Province of Manitoba being composed of:

**NW 1/4 1-9-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER NO. 99565**

as described in the Certificate of Title number **1780662/2** registered with the Manitoba Land Titles Office (the "Lands"),

and **ENBRIDGE PIPELINES INC.**, a corporation incorporated under the laws of Canada, and having its operating office in the City of Edmonton, in the Province of Alberta ("Enbridge"),

IN CONSIDERATION OF the covenants and conditions hereinafter described, and for other good and valuable consideration, in each case now paid and delivered to the Owner, the receipt and sufficiency of which are hereby acknowledged by the Owner and by Enbridge,

DO HEREBY AGREE TO AMEND the easement agreement registered with the Manitoba Land Titles Office, instrument number 79957/2 (the "Easement Agreement") to add the following terms, which addition will be effective immediately:

1. Enbridge and the Owner acknowledge and affirm the Addendum to Agreement for Easement registered with the Manitoba Land Titles Office, instrument number 121669812 *R.C.C.* which remains in all respects unchanged and continues, except as provided herein.
2. Enbridge and the Owner will comply with the CAEPLA/MPLA/SAPL-Enbridge Line 3 Decommissioning Settlement (the "Settlement"), attached hereto as Schedule "A".
3. The Owner consents to the decommissioning of the Line 3 pipeline on the Lands pursuant to the Line 3 pipeline decommissioning plan set out in the Line Replacement Program Application by Enbridge to the National Energy Board filed November 5, 2014, NEB file number OF-Fac-Oil-E101-2014-11 02, and as that plan may be modified by the National Energy Board, subject to any right of damages provided in the Settlement.
4. Subject to the Addendum to Agreement for Easement referenced in paragraph 1 hereof and to any right of damages provided in the Settlement, the Owner consents to the indefinite presence of the decommissioned Line 3 pipeline on the Lands.
5. The Owner acknowledges receipt of a pre-payment of damages in the amount of \$17 for every linear meter of the Line 3 pipeline that is decommissioned on the Lands, which pre-payment is to be set off against any damages due and payable that were caused by Line 3 decommissioning (other than those damages identified in the Preliminary Field Right of Way Report for decommissioning construction) or the continued presence of a decommissioned Line 3 pipeline on the Landowner's property. The Owner provides Enbridge with a damages release in the amount of the aforesaid pre-payment, and this release will run with the Lands and bind the Owner's successors in title.

In all other regards, the Easement Agreement remains unchanged and continues to grant Enbridge an easement pursuant to its terms.

The Owner agrees that Enbridge may register this Agreement at the Manitoba Land Titles Office.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the 29 day of July, 2015.

SIGNED in the presence of:

Lindsay Clark
Witness: _____
Lindsay Clark

R & C CHAPMAN FARMS LTD.
Robert Chapman
Owner: _____

Witness: _____

Owner: _____

Sandra Dora
Witness: Sandra Dora

ENBRIDGE PIPELINES INC.
Brent Kaup
Name: Brent Kaup
Title: Sr. Manager, Land Services CDN Projects
Power of Attorney No. 132384070

**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

I/We, Robert G Chapman, of Virden, in the Province of Manitoba, MAKE OATH AND SAY:

1. I am an officer or a director of **R & C CHAPMAN FARMS LTD.** named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME
at the District of Virden
in the Province of Manitoba
this 29 day of July, 2015

Robert G Chapman

[Signature]

A Commissioner for Oaths within/outside
the Province of Manitoba
My Commission expires _____
Lindsay Clark
A Commissioner for Oaths within/outside
the Province of Manitoba
My commission expires January 25, 2017

AFFIDAVIT OF WITNESS

CANADA)
PROVINCE OF MANITOBA)
TO WIT:)
I, Lindsay Clark, of the City
of ESTEVAN, in the Province of
SASK, MAKE OATH AND
SAY/HEREBY AFFIRM THAT:

1. THAT I was personally present and did see Robert Chapman, Officer or Director of **R & C CHAPMAN FARMS LTD.**, named in the within instrument, who is personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the District of Virden in the Province of Manitoba, and that I am the subscribing witness thereto.
3. THAT I know the said Robert Chapman, and he/she is (they are each), in my belief, eighteen years of age or more.

SWORN/AFFIRMED BEFORE ME at the City)
of Estevan, in the)
Province of Saskatchewan, this 4 day of)
August, 2015.)

[Signature]

Miranda Mechl)
A Notary Public/Commissioner for Oaths)
within/outside the Province of Manitoba)
My Commission/Appointment expires:)
August 15, 2017

AFFIDAVIT OF WITNESS ON BEHALF OF ENBRIDGE PIPELINES INC.

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Sandra Dova, of the City
of Edmonton, in the Province of
Alberta, MAKE OATH AND SAY/HEREBY AFFIRM THAT:

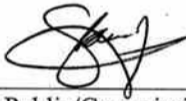
- 1. I was personally present and did see Brent Kaup named in the attached Agreement to Amend Easement sign that instrument at the (city/ town, etc) City of Edmonton, in the Province of Alberta.
- 2. I personally know the person whose signature I witnessed.

OR

The identity of the person whose signature I witnessed has been proven to me to my satisfaction.

- 3. The person whose signature I witnessed acknowledged to me that they:
 - (a) are the person named in the attached instrument;
 - (b) have attained the age of majority; and
 - (c) were authorized to execute the instrument.

SWORN/AFFIRMED BEFORE ME at the City)
of Edmonton, in the)
Province of Alberta, this 30 day of)
October, 2015.)



_____)
A Notary Public/Commissioner for Oaths for the)
Province of Alberta _____)

My commission expires:

Sandra Dova
Sandra Dova

STACEY ANGELA LI
A Commissioner for Oaths
in and for Alberta
My Commission Expires Dec. 29, 2017

SCHEDULE "A"

IN THE MATTER OF the National Energy Board Act, R.S.C. 1985, c. N-7, as amended, (the "Act") and the Regulations made thereunder;

AND IN THE MATTER OF an Application by Enbridge Pipelines Inc. to the National Energy Board (the "NEB") respecting the decommissioning of the Line 3 pipeline between Hardisty, Alberta and Gretna, Manitoba;

AND IN IN THE MATTER OF NEB file number OF-Fac-Oil-E101-2014-11 02

SETTLEMENT AGREEMENT

Subject to the approval of the NEB, the Canadian Association of Energy and Pipeline Landowners Associations (CAEPLA), Manitoba Pipeline Landowners Association (MPLA), Saskatchewan Association of Pipeline Landowners (SAPL) and Enbridge Pipelines Inc. (Enbridge) hereby settle all of the issues raised by CAEPLA, MPLA, and SAPL in respect of these proceedings, in accordance with the Settlement Agreement attached hereto as Appendix "A", and on behalf of the CAEPLA, MPLA, or SAPL members listed in Appendix "B", attached hereto.

Dated this 5th day of June, 2015.



Cohen Highley LLP
Per: Paul G. Vogel
Counsel for CAEPLA, MPLA, and SAPL



Robert Bourne
Counsel for Enbridge Pipelines Inc.

Appendix "A"

SETTLEMENT AGREEMENT

The purpose of this Settlement Agreement ("Settlement" or "Agreement") is to outline the rights and obligations of Enbridge Pipelines Inc. ("Enbridge") and the landowner members of CAEPLA, MPLA and SAPL who own lands along the portion of Enbridge's Line 3 pipeline between Hardisty, Alberta and Gretna, Manitoba that Enbridge proposes to decommission pursuant to the Plan, as defined below (these persons are herein referenced as the "Landowners", and each a "Landowner").

The commitments in the Agreement are intended to foster positive, long-term relationships with affected Landowners in respect of the Line 3 pipeline decommissioning plan (the "Plan") set out in the Line 3 Replacement Program Application by Enbridge to the NEB filed November 5, 2014, NEB file number OF-Fac-Oil-E101-2014-11 02 (the "Application").

1. Liability for Damages and Indemnity

1.1 Liability for damages

Subject to the exceptions set out in Section 1.2, below, Enbridge will be liable for any damages caused by the continued presence of its decommissioned or abandoned mainline corridor pipelines, composed of the existing EPI Lines 1-4, Alberta Clipper, LSR, Line 3 and Line 3 Replacement pipelines, and Enbridge Southern Lights GP Inc. on behalf of Enbridge Southern Lights LP's Southern Lights Pipeline, together with related easements on the Landowners' property (collectively the "Mainline Corridor").

1.2 Exceptions to liability for damages

Enbridge will not be liable for any damages arising from willful acts or gross negligence by the Landowner, its employees, agents, or other persons for whom the Landowner is responsible.

1.3 Indemnity

Enbridge will indemnify the Landowner from all third-party liabilities, damages, claims, suits and actions arising out of the continued presence of its decommissioned or abandoned Mainline Corridor pipelines on the Landowner's property, except for liabilities, damages, claims, suits and actions resulting from the wilful acts or gross negligence of the Landowner, its employees, agents, or other persons for whom the Landowner is responsible.

2. Decommissioning procedures

2.1 Mainline Corridor integrity dig procedure

Subject to any additional requirements imposed by the NEB, the Integrity Dig Procedure, attached hereto as 1.1(c)Schedule 1, *mutatis mutandis*, will govern construction work in respect of the decommissioning of the Line 3 pipeline and all decommissioned or abandoned Mainline Corridor pipelines on the Landowner's property (including, as applicable, and by reference from the CAEPLA/MPLA/SAPL-Enbridge Line 3

Replacement Program Settlement, Schedules 8 – Weed Management and 9 – Clubroot Biosecurity Agreement) .

2.2 Pipeline depth monitoring

Following the conclusion of Line 3 decommissioning construction, Enbridge's Pipeline Depth Monitoring Program ("PDMP") will apply to the decommissioned Line 3 pipeline and all decommissioned or abandoned Mainline Corridor pipelines on the Landowner's property, and Enbridge will adhere to its PDMP and any applicable obligations under Section 2.3(b), below, to resolve any failure to maintain depth of cover by instituting appropriate mitigation measures, including, at Enbridge's option:

- (a) restoring depth of cover to a minimum 0.6 metres;
- (b) otherwise implementing mitigative measures so as to ensure continuance of ordinary cultivation and safe crossing of the Landowner's farming equipment over the pipeline(s); or
- (c) with respect to cultivated lands and with the Landowner's agreement, paying compensation for any resulting crop loss or other direct damage.

2.3 Pipeline crossing

Enbridge grants permission to the Landowner to cross the decommissioned Line 3 pipeline and all decommissioned or abandoned Mainline Corridor pipelines on the Landowner's property at any time with all agricultural equipment to carry out cultivation of the lands in accordance with Enbridge's Agricultural Equipment Crossing Tool, attached hereto as Schedule 2. If at any time, Enbridge determines that the Landowner cannot cross the decommissioned Line 3 pipeline or any decommissioned or abandoned Mainline Corridor pipeline on the Landowner's property with certain agricultural equipment Enbridge will:

- (a) specify to the Landowner the restricted equipment or practice;
- (b) where applicable, implement mitigation measures so as to ensure the safe crossing of the Landowner's farming equipment and practices over the pipeline(s); or
- (c) with respect to cultivated lands and with the Landowner's agreement, pay compensation for any resulting crop loss or other direct damages.

Notwithstanding any permission granted in this section, Enbridge will not be liable for any damages, claims, suits or actions resulting from the gross negligence or wilful misconduct of the Landowner, its employees, agents, or other persons for whom the Landowner is responsible.

2.4 Future subsidence/drainage issues

In the event that the continued presence of Enbridge's decommissioned or abandoned Mainline Corridor pipeline causes subsidence in excess of 2-inches on agricultural lands, Enbridge will, in consultation with the Landowner, restore the affected area to grade by

re-stripping topsoil and re-grading the subsoils or by applying other restorative techniques. In certain localized areas, importation of topsoil may be undertaken. Enbridge will make reasonable efforts to consult with and obtain the consent of the Landowner before importing topsoil, which consent will not be unreasonably withheld. Imported topsoil must be of a similar quality to the existing topsoil, from a source within reasonable proximity of the worksite, and approved by the Landowner.

In the event of other future diminishment of drainage system functionality caused by the continued presence of Enbridge's decommissioned or abandoned Mainline Corridor pipeline, Enbridge will repair, restore and maintain all drainage system functionality to as-found condition.

Enbridge agrees to restore all such affected lands to equivalent previous productivity so far as is reasonably practicable and except as already compensated by Enbridge pursuant to this Agreement or otherwise. Where reasonably requested by the Landowner, Enbridge will retain an independent soils consultant satisfactory to both parties to develop a prescription to rectify the problem, having reference to the crop performance protocol set out in Schedule 3. This may include the importation of topsoil and other restorative techniques. Landowners agree to provide Enbridge with reasonable access for the collection of samples in a control area off of Enbridge's easement for the purpose of implementing the protocol set out in Schedule 3.

2.5 Contamination

Where contamination is encountered on the Line 3 right-of-way during Line 3 decommissioning construction or in the future with respect to all decommissioned or abandoned Mainline Corridor pipelines on the Landowner's property, and subject to regulatory requirements at the time the contamination is encountered, Enbridge will implement the Contaminated Soils Discovery Contingency Plan in Appendix D10 to the EPP filed with the NEB as part of the Application (NEB file number OF-Fac-Oil-E101-2014-11 02), and retain an independent consultant to carry out tests to assess and prescribe remediation for soils contaminated as a result of Enbridge's operations. Enbridge will implement all commercially reasonable measures recommended by the independent consultant to remediate contaminated soils.

3. Decommissioning and abandonment research

3.1 Funding for research

Enbridge will fund independent, third-party research on decommissioning at a Canadian university mutually agreed to by the parties (the "Research"). It is anticipated that the Research will consist of funding for three PhD students. The Research will study the impacts of decommissioning and abandoning pipelines in place, with a view to further defining the associated risks. The Research will include investigations of corrosion, subsidence, and structural integrity.

3.2 Research to be filed with the NEB

Enbridge will file with the NEB any final report produced by the Research. Enbridge will also file an application with the NEB seeking approval for any Enbridge-proposed changes to the Plan that result from the Research.

3.3 CAEPLA participation

CAEPLA will participate jointly with Enbridge in the Research, and CAEPLA's participation will include:

- (a) CAEPLA will review Enbridge's proposed terms of reference for the Research, provide comment to Enbridge, and resolve with Enbridge terms of reference;
- (b) CAEPLA will review any interim data or reports in respect of the Research, provide comment to Enbridge, and resolve with Enbridge as necessary supplementary directions for continuing Research; and
- (c) CAEPLA will review any final data or reports in respect of the Research, provide comment to Enbridge, and consult with Enbridge to resolve the final form of data or reports.

3.4 Enbridge funding for CAEPLA participation

CAEPLA will provide Enbridge with proposed budgets for CAEPLA's participation in the Research as described above in section 3.3. Enbridge will reimburse the reasonable cost of CAEPLA's participation in the Research in the amount of \$150,000 plus GST per year for three years, or such greater amount as may be agreed by the parties. Such reimbursements may be accelerated at CAEPLA's option, such that more than \$150,000 plus GST is reimbursed in the first or second year and less thereafter. Reimbursements will be paid by Enbridge within 30 days of receipt of CAEPLA's costs invoices.

- 3.5 Additionally, within 90 days of the execution of the within agreement, Enbridge will provide CAEPLA with a one-time payment of \$300,000 to fund CAEPLA's participation in the Research. This payment will be made after CAEPLA has reviewed Enbridge's proposed terms of reference for the Research and provided comment to Enbridge, as described above in section 3.3(a). If CAEPLA reports this payment appropriately and is assessed GST on same, Enbridge will reimburse the GST upon receipt of the relevant tax filings and any documents pertaining to the assessment.
- 3.6 CAEPLA will use the \$250,000 Decommissioning Study Payment paid pursuant to section 9.3 of the CAEPLA/MPLA/SAPL-Enbridge Line 3 Replacement Program Settlement to pay all costs associated with the technical consultants that it retained in connection with negotiation of this Agreement. For the sake of clarity, and notwithstanding any previous agreement, Enbridge will not be responsible for any of these costs incurred up to the date of this agreement.
- 3.7 Following the conclusion of the Research, Enbridge will reimburse CAEPLA's reasonable costs of analyzing the results of the Research, determining what further measures, if any, should be taken in respect of Line 3 decommissioning, and participation in further consultation with Enbridge. Such reimbursement will be capped at a maximum aggregate amount of \$100,000 plus GST, or such greater amount as may be agreed by the parties. Notwithstanding any of the foregoing, Enbridge will not be responsible for the cost of CAEPLA's participation in any NEB regulatory proceedings.

4. Pre-payment of decommissioning damages

4.1 Pre-payment of decommissioning damages

If Enbridge receives the documents described below in section 4.2 before August 1, 2015, Enbridge will provide the Landowner with a one-time pre-payment against any decommissioning damages (the "Linear Damages Pre-Payment"), subject to the following terms:

- (a) The amount of the Linear Damages Pre-Payment will be \$17 for every linear meter of the Line 3 pipeline that is decommissioned on the Landowner's property;
- (b) Enbridge will have the right to apply the Linear Damages Pre-Payment to set off any damages due and payable that are caused by:
 - (i) the decommissioning of the Line 3 pipeline, other than those damages identified in the Preliminary Field Right of Way Report for decommissioning construction; or
 - (ii) the continued presence of a decommissioned Line 3 pipeline on the Landowner's property or the property of a successor in title to the Landowner.

For the sake of greater certainty, if the damages described above in sections 4.1(b)(i) and (ii) are due and payable by Enbridge to the Landowner, the Linear Damages Pre-Payment will be credited against the amount due and payable, such that there will be no right of action against Enbridge until the aggregate of the damages described above in sections 4.1(b)(i) and (ii) exceeds the Linear Damages Pre-Payment.

- (c) Enbridge will be responsible for remitting the Goods and Services Tax ("GST") on the Linear Payment, and no amount in respect of GST will be paid to the Landowner.

4.2 Enbridge will not be obliged to pay the Linear Damages Pre-Payment to a Landowner until it has received the following documents from that Landowner in a form satisfactory to Enbridge, acting reasonably:

- (a) Executed agreements (including as applicable, easement amending agreements and such other documentation as necessary or desirable in relation to Line 3 decommissioning); and
- (b) an executed release in respect of the Linear Damages Pre-Payment.

4.3 If Enbridge does not receive a Landowner's documents prior to August 1, 2015, it will have no obligation to pay the Linear Damages Pre-Payment to that Landowner.

5. Landowner's Obligations

5.1 Landowner's obligations to support the Plan

CAEPLA, MPLA, and SAPL, and their Landowner members (on behalf of whom they act as agents) acknowledge and agree that they will support the Application, NEB File Number OF-Fac-Oil-E101-2014-11 02, and they will not engage in any further opposition of any kind in relation to Line 3 decommissioning, subject to the exceptions below. In particular, the Landowner:

- (a) will not interfere directly or indirectly with Enbridge's immediate access to the Landowners' lands for the purposes of conducting environmental and other surveys;
- (b) will permit Enbridge reasonable access to the Landowner's lands for the purpose of Plan activities, including Line 3 decommissioning construction and ongoing monitoring;
- (c) will not participate in the public hearing process for the Application in respect of Line 3 decommissioning, unless reasonably requested by Enbridge to provide written support, in which case said support will be provided; and
- (d) will make reasonable efforts to make themselves readily available to accept service of regulatory documents, or else consent in writing to substituted service on a reasonably available individual.

If, however, the Landowner is entitled to compensation for damages as contemplated in sections 2.1 hereof, the Landowner reserves the right to have compensation for damages determined in accordance with the Integrity Dig Procedure attached as Schedule 1. Failure to execute and deliver the documents set out in section 4.2 to Enbridge on or before August 1, 2015 will forfeit the Landowner's entitlement to receive the Linear Damages Pre-Payment.

None of the foregoing will prohibit the Landowner from making representations to the NEB with respect to the ways in which the Plan might be amended in light of the findings of the Research.

5.2 CAEPLA's obligation to withdraw its intervention

Within five days of the execution of the within agreement, CAEPLA will:

- (a) File the Agreement with the NEB;
- (b) Advise the NEB in writing that CAEPLA/MPLA/SAPL and their landowner members' concerns about the approval of the Plan have been resolved; and
- (c) Advise the NEB forthwith that CAEPLA is withdrawing from further participation in the hearing before the NEB in respect of the Plan, effective immediately.

5.3 CAEPLA/MPLA/SAPL's obligation to assist in obtaining Landowner support

CAEPLA, MPLA, and SAPL will make best efforts to ensure that all of their members execute and deliver the documents set out in section 4.2 to Enbridge on or before August 1, 2015.

5.4 Consent to decommissioning to be included in easement amending agreements

Landowners agree to execute an easement amending agreement in the applicable form attached as Schedule 4, which incorporates the Plan by reference.

5.5 Landowner's obligation to communicate settlement

The Landowner will promptly provide written notice of the Agreement to any occupant, tenant, or lessee of this settlement (and the relevant easement agreement), and will simultaneously forward a copy of such notice to Enbridge at the address for notices set out in the relevant easement agreement.

The Landowner will also provide written notice of the Agreement to any immediate successor in title upon transfer of title, and will simultaneously forward a copy of such notice to Enbridge at the address for notices set out in the relevant easement agreement.

5.6 Landowner's obligation to pay any sums due to occupants, tenants, or lessees

All payments pursuant to the Agreement will be made directly to the registered Landowner. The Landowner is responsible for making any payment due to an occupant, tenant, or lessee in respect of anything for which compensation is paid pursuant to the Agreement.

6. Assignment and authority

6.1 Assignment

All rights and obligations contained in this agreement will extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto respectively. For the sake of greater certainty, Enbridge will be entitled to apply the Linear Damages Pre-Payment to set off any of the damages described in Section 4.1(b), above, even if those damages are realized by a successor in title to the Landowner and the Linear Damages Pre-Payment was made to the successor's predecessor in title.

6.2 Authority

CAEPLAMPLA/SAPL confirm that they enter into the Agreement on behalf of the Landowners.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement in consideration of the mutual covenants and agreements herein as of the day and date set forth below.

Witness Byrnes
Dated at Calgary, Alberta.

Witness Byrnes

this 5th day of June, 20 15.

ENBRIDGE PIPELINES INC.
Per: [Signature]
Dave Lawson
VP, Major Projects

CAEPLA/MPLA/SAPL
Per: [Signature]
Dave Core, CEO and
Director of Federally Regulated
Projects, CAEPLA

Byron Nelles, SVP Major Projects and
Enterprise Safety & Operational Reliability
Enbridge

SCHEDULE 1

INTEGRITY DIG POLICY AND PROCEDURES ON PRIVATE LANDS

INVESTIGATIVE DIG PROCESS FOR LANDOWNERS

Enbridge Pipelines Inc. (herein referenced as Enbridge or “we”) is a world leader in pipeline design, construction, safety and reliability. In order to maintain the integrity of our system, Enbridge utilizes state of the art technology to identify potential pipeline anomalies.

Enbridge periodically uses specialized internal inspection devices called “Smart Pigs” that travel through its pipelines collecting data. The data is then analyzed to determine if there are areas of concern requiring further investigation. If any anomalies are detected, this section of the pipeline is excavated and the pipeline is examined to determine if repairs are required.

Enbridge is committed to responsible behaviour while completing required maintenance work on the property of the landowner (herein referenced as the landowner or “you”). We meet this commitment by:

- Ensuring landowners are treated fairly and consistently and compensated for certain impacts that may occur;
- Identifying any special considerations you may have in advance of the work and responding accordingly;
- Planning the work in a manner that minimizes the level of inconvenience to you;
- Maintaining contact with you throughout the process to ensure concerns are addressed and so that you are aware of how the work is proceeding;
- Ensuring safety in every aspect of the maintenance work while it is performed;
- Respecting the environment by complying with regulatory requirements and Company Environmental Policies and Procedures.

LANDOWNER CONTACT/PRELIMINARY FIELD RIGHT OF WAY REPORT

When work on the pipeline is required on your land, an Enbridge representative will make reasonable efforts to contact you a minimum of 7 days in advance of any work being conducted, and Enbridge will comply with all applicable notice requirements under the National Energy Board Act. At this time, an Enbridge representative will arrange for land access and provide estimated compensation, preferred timing of the work, any environmental or safety considerations, and address any other questions or concerns you may have. The Enbridge representative will complete a Preliminary Field Right-of-Way Report documenting issues discussed with you. You will have the option to receive any estimated compensation in advance of the work. The Enbridge Land Agent will also discuss whether you wish to have periodic up-dates and advise as to how you can reach an Enbridge Representative should the need arise.

In agricultural areas, Enbridge will make reasonable attempts to schedule work activities in a manner that minimizes interference with agricultural operations. Enbridge prefers to access its dig sites in a manner that minimizes disturbance to your crops. Enbridge also prefers to conduct the work from April to December. If Enbridge activity extends outside of this window, you are entitled to receive additional compensation in accordance with the terms set out below in the Compensation section. If temporary workspace or access is required, Enbridge will discuss and make arrangements with you in advance of commencing the work and compensate you in accordance with the form of Preliminary Field Right of Way Report below. Enbridge will identify your primary agricultural access, Enbridge's proposed access route, and Enbridge's integrity dig site on the Preliminary Field Right of Way Report.

The landowner acknowledges that Enbridge has the right under its existing easements to access its right of way across the easement lands at any time, and to access its right of way across other lands when it requires emergency access for the purpose of maintaining its pipelines and related facilities. Nothing in this agreement limits Enbridge's rights under its easement agreements.

In urgent or emergency situations or in situations where pipeline anomalies require immediate attention, Enbridge will attempt to contact the landowner or tenant, if any. However if you or your tenant, if any, cannot be contacted, access and work will proceed in order to minimize potential hazards to you, the public and the environment.

Enbridge will be authorized to conduct its integrity dig or digs for a period of 24 months from the commencement of excavation at a particular dig site, following which, it will seek your consent to an extension of the time to complete its integrity dig or digs, except in the event of an urgent or emergency situation, in which case Enbridge will be authorized to continue its integrity dig or digs. Enbridge will determine whether a particular integrity dig is urgent or an emergency in its sole discretion, acting reasonably.

Before commencing an integrity dig, Enbridge will undertake soil sampling and testing in accordance with its Clubroot Biosecurity Agreement to determine the presence of clubroot on your property. Enbridge will provide these test results to you, and it will take measures to mitigate the risk of spreading clubroot in accordance with its Clubroot Biosecurity Agreement.

At the conclusion of its integrity dig, Enbridge will provide you with a summary report, if requested, which will include a description of the affected pipeline(s) and the general nature of the work performed.

EXCAVATION / POST EXCAVATION

Access routes, livestock and fencing concerns are addressed with the landowner, prior to commencing work. The access route to dig sites is typically not stripped of topsoil unless requested by the landowner. Where the Landowner, acting reasonably, requests topsoil stripping of the access route to the dig site, and such stripping is possible, the access area will be stripped to allow equipment to travel on subsoil. The topsoil will be stored adjacent to the access road. Enbridge representatives will stake out the location of the excavation, the pipelines and the access route depending on the length and location.

Except in the case of an urgent or emergency situation requiring immediate action, Enbridge will follow its Wet/ Thawing Soils Procedure in the Environmental Guidelines for Construction as filed with the National Energy Board.

The area of the excavation is then stripped of topsoil, which is stored separately from the sub-soil. Once the pipeline is excavated, the pipe coating is removed, the pipe is cleaned via abrasive blasting and the pipeline anomaly is inspected. Once inspected, the pipe may need to be repaired either by removing and replacing that portion of the pipe or by installing a sleeve over the damaged portion of the pipe to restore its integrity. The abrasive blast media and pipe coating will be collected, removed and properly disposed of in accordance with regulatory requirements.

During the dig, if Enbridge determines that additional space and/or temporary workspace is needed, Enbridge will make reasonable attempts to notify the Landowner for consent prior to expanding the workspace and will compensate the landowner for such lands in accordance with the base compensation values set out in the form of Preliminary Field Right of Way Report below.

Enbridge will repair, restore and maintain all drainage system functionality to as-found condition. This work will be completed consistent with the criteria as set out below. Drainage is maintained as required for the duration of the work.

(i) Excavating - under Drain Tiles

If drain tiles are cut during excavation Enbridge will:

- identify the location of the damaged tile;
- install a temporary flume if needed to maintain drainage;
- cap the ends to prevent clogging drains with dirt or debris;
- keep plugs in place until the damaged tile is repaired

(ii) Backfilling - under Drain Tiles

Before backfilling, Enbridge will determine whether any drain tiles crossed during excavation were damaged during the work. Enbridge will use a sewer rod or pipe snake to probe open ends of tiles and will repair any damaged tiles by inserting a competent support (e.g., length of solid pipe) around the tile to prevent settling. If damage is extensive, broken tile will be removed and replaced with new tile.

Drain tiles damaged during the work must be repaired to their pre-work condition or better.

Enbridge will backfill around drain tiles in lifts and compact each lift.

Once the pipeline is repaired, the pipe's coating is replaced and the excavation is backfilled and compacted and the topsoil is replaced and the site is returned to its original grade. Where required Enbridge will chisel plow and/or disc the area of excavation and the access road, or alternatively, where requested Enbridge will provide reasonable compensation to the landowner to perform such work.

The site is monitored for subsidence for approximately 1 year after completion of the integrity dig with additional remediation performed if required. If following return to grade, there is subsidence in excess of 2-inches, Enbridge will, in consultation with the landowner, restore the affected area to grade by re-stripping topsoil and re-grading the subsoils or by applying other restorative techniques. In certain localized areas, importation of topsoil may be undertaken. Enbridge will make reasonable efforts to consult with and obtain the consent of the landowner before importing topsoil, which consent is not to be unreasonably withheld. Imported topsoil must be of a similar quality to the existing topsoil, from a source within reasonable proximity of the dig site, and approved by the landowner.

If Enbridge's integrity dig causes a restriction of the natural flow of water due to too much or not enough subsidence, Enbridge will restore to pre-work contours and drainage.

During construction on its integrity dig, if Enbridge encounters a material quantity of water in the immediate vicinity of the excavation area, Enbridge will make reasonable efforts to obtain the consent of the affected landowner, which consent is not to be unreasonably withheld, to employ reasonable and appropriate dewatering and silt filtration measures. If consent cannot be obtained despite Enbridge's reasonable efforts, Enbridge will employ reasonable and appropriate dewatering and silt filtration measures. In the event that Enbridge's integrity dig causes discharged water to impact lands other than lands previously identified in Enbridge's Preliminary Field Right of Way Report for its access route, dig site, and temporary workspace, Enbridge will pay compensation for such lands as crop loss in accordance with the base compensation values contained in the form of Preliminary Field Right of Way Report below. Should Enbridge require additional temporary workspace for dewatering equipment, such as pumps or hoses, Enbridge will pay compensation for such lands as temporary workspace in accordance with the compensation values contained in the form of Preliminary Field Right of Way Report below, and this will constitute full compensation for the use of temporary workspace to dewater.

Enbridge will remove stones to achieve equivalence with the surrounding subsoil/ topsoil as well as stones from the upper 30 cm of soil that will interfere with topsoil replacement or cultivation (i.e. stones larger than 10 cm in diameter).

Enbridge will remove any stakes that it drove and will repair to equivalent state or replace any fences that it opened to facilitate access. Enbridge will make reasonable efforts to ensure reasonable passage and access for agricultural equipment during integrity digs. Enbridge may erect signage in connection with its integrity dig, including signage for emergency vehicles. Insofar as reasonably practicable and safe, using good construction practices, and in compliance with all applicable bylaws, regulations, and enactments, Enbridge will limit the placing of signs that impede traffic on public roads near the access to its integrity dig. Enbridge will remove its signage as soon as reasonably practicable following the conclusion of its integrity dig.

Enbridge will work to avoid tree removal off the right-of-way to the extent practical if requested by the Landowner. Should it be necessary to remove a tree or trees off the right-of-way, and at the request of the Landowner, Enbridge will replace ornamental or planted shelter belt trees in areas outside the pipeline easement on a 1:1 ratio, and will do so in a manner satisfactory to the landowner, acting reasonably. Replacement of trees will be limited to ornamental or planted shelterbelt trees and will not be applied to trees in forested or treed pasture. If Enbridge removes an ornamental or planted shelter

belt tree that is more than 2 m high, it will provide a replacement tree that is approximately 2 m high. If Enbridge removes an ornamental or planted shelter belt tree is less than 2 m high it will provide a nursery stock size tree as replacement. In lieu of providing a replacement tree, Enbridge may, at its election, pay the cost of the tree that it would otherwise have provided.

Where Enbridge removes woodlot trees off the right-of-way, it will pay compensation as crop loss, unless it determines that the fair market value of the felled timber exceeds the amount paid for crop loss, in which case Enbridge will pay the fair market value of the felled timber. Where Enbridge and the landowner cannot reach consensus as to the fair market value of the felled timber, such fair market value will be determined by a jointly retained, independent and appropriately qualified appraiser satisfactory to both parties. If Enbridge's offer of fair market value is at least 10% lower than the findings of the parties' appraiser, Enbridge will agree to pay the costs of the appraiser; otherwise the costs of the appraiser are to be borne by the landowner.

Enbridge and its contractors use different equipment to expose, investigate, repair and restore the soil in the disturbed areas. These include: excavators, dozers, an abrasive blasting truck, a coating truck, pick-up trucks, Gators / all-terrain vehicles, and compactors.

Depending on the time of year when the work is completed, spring cleanup may be required. An Enbridge representative will discuss this with you.

COMPENSATION

Enbridge possesses the right to maintain its pipelines and facilities in accordance with the easement agreement. Enbridge however is responsible to the landowner for damages resulting from the work conducted. Enbridge will compensate you for damage in accordance with the terms of the easement agreement registered on the title to your land and where applicable, the National Energy Board Act. These damages generally include damages to any crops, tile drains, fences, timber, culverts, bridges and lanes. In addition Enbridge will compensate for any additional land rights required to facilitate the work and any inconvenience suffered. Compensation for any dig site will be based upon a minimum of a half-acre of disturbance per site.

Payments will vary according to the fair market value of the crop loss incurred, the area of damage and any inconvenience to you. Estimated damages for planned maintenance activities will be documented on the Preliminary Field Right-of-Way Report prior to work proceeding. Normally payments are made upon completion of work when damages can be properly assessed, however, you will have the option of receiving these estimated damages prior to Enbridge conducting its work. Upon completion of the work, an Enbridge representative will make reasonable efforts to contact you within 60 days. If additional damages were incurred, compensation will be provided to you.

If Enbridge activity is conducted between January and March, Enbridge will pay to the landowner 150% of the base crop loss and base disturbance compensation payable in accordance with the Preliminary Field Right of Way Report.

Damages to specialty crops (i.e. produce, registered seed variety, potatoes) will be reviewed and compensated by Enbridge on a site specific basis. Damages to non-annual crops such as alfalfa or

pasture will be negotiated for total losses and will be restored to production. If Enbridge and the landowner cannot agree on the compensation to be paid for a specialty crop or non-annual crop, such compensation will be determined by a jointly retained, independent and qualified consultant satisfactory to both parties. If Enbridge's offer of compensation for a specialty crop or non-annual crop is at least 5% lower than the findings of the consultant, Enbridge will agree to pay the full expense of the consultant.

Enbridge will endeavor to complete each dig within 45 days of commencing the work. Should this not occur, you are entitled to receive additional compensation due to the increased inconvenience of 150% of the base crop loss and base disturbance damages payable in accordance with the Preliminary Field Right of Way Report.

In wet weather conditions and in recognition of Enbridge's wet soils shut down provisions, additional work time may be required. If such conditions are encountered, the time to complete will be extended by the length of time that the conditions exist. Where dig activities are undertaken by Enbridge in wet soil conditions and top soil has not been stripped, Enbridge will pay to the landowner compensation of 150% of the loss and base disturbance compensation in accordance with the Preliminary Field Right of Way Report.

The landowner is asked to acknowledge completion of work, and any compensation by signing a standard receipt and release form. The release is specific to the work conducted and addresses damages up to the date of signature. If there are any subsequent problems associated with the work, Enbridge remains responsible to rectify the problems.

ENVIRONMENTAL PROTECTION

Protecting the environment, compliance with regulatory requirements and maintaining good landowner relations are of primary importance to Enbridge. Careful and effective planning ensures compliance with environmental regulations, public and landowner concerns are addressed and potential adverse impacts are identified.

All dig sites are assessed to determine if there are any environmental issues or restrictions. Work within environmentally sensitive areas must be planned on a site-specific basis and special mitigating measures taken to minimize potential impacts. Enbridge will ensure that all necessary licenses, permits and approvals are in place prior to commencing work. Additionally, the independent construction auditor described in Enbridge's Clubroot Biosecurity Agreement will assess Enbridge's compliance with its biosecurity and other obligations in respect of its integrity digs.

If Enbridge's integrity dig site is located within 50 m of a well that is used to supply potable water to a residence or livestock, Enbridge will conduct pre and post dig well water testing if requested by the landowner. If Enbridge's well water test results demonstrate a substantial likelihood that Enbridge's integrity dig has rendered the well water unfit for human or animal consumption, as the case may be, Enbridge will make reasonable efforts to provide an alternative source of water pending the completion of appropriate remedial measures. However, none of the foregoing will constitute an admission of liability by Enbridge.

Top Soil Stripping

On cultivated lands, Enbridge will typically strip top soil from the excavation area and the area where subsoil is stored. Enbridge will maintain a separation between the topsoil and the adjacent subsoil pile. This separation will be maintained throughout the course of the work in order to minimize the potential for mixing of subsoil and topsoil. Enbridge will also work with the landowner to determine the area stripped and the stripping depth.

Wet Soils Shut Down

Enbridge's environmental management practices include a review of soil conditions prior to work commencing. If the Enbridge representative determines that planned activities will have an adverse effect on the soils, alternative activities will be conducted or other mitigating measures implemented in order to minimize and avoid any adverse effects on the soils. In an urgent or emergency situation where work is required under wet soil conditions, Enbridge will, make reasonable efforts to minimize impacts by restricting activity to the narrowest practicable area, utilize wide track or low ground pressure equipment, undertake full topsoil stripping if soil conditions permit and pump standing water to a vegetated area away from streams or ponds (or as agreed upon with the landowner).

Weed Control

Enbridge will work with the landowner and make reasonable efforts to ensure that weeds are controlled on any areas affected by integrity dig activities, including the identification and implementation of site specific mitigation measures to prevent the spread of weeds from areas of infestation to adjacent lands in accordance with Enbridge's standard weed management measures and Enbridge's Clubroot Biosecurity Agreement.

PUBLIC SAFETY

Enbridge adheres to the regulations of the National Energy Board and the Canadian Occupational Health and Safety Act for all maintenance and construction activities. Enbridge is committed to the safety of the landowner, Enbridge's employees and contractors, the public whom live near Enbridge's facilities and its pipelines. An Enbridge representative will monitor all excavation activity occurring on the right-of-way to ensure its employees and contractors abide by all safety and environmental requirements. Enbridge ensures that all unattended excavations are barricaded or fenced off. The type of fencing depends on the level of risk associated with the excavation, considering such factors as the location of the dig site, the degree of public access, the proximity of livestock and the length of time the excavation is left unattended.

Please leave a message for the Enbridge Land Agent on our toll free line (1-800-668-2951) if you have any questions or concerns while the work is being completed and we will return your call as soon as possible.

Integrity Dig Landowner Survey

Enbridge Pipelines Inc. would appreciate your input regarding the project work recently completed on your property. The purpose of collecting this information is to ensure that we are meeting your expectations as a landowner and to identify areas requiring improvement. We truly appreciate your input and thank-you for the taking the time to complete this survey.

Please circle the appropriate answer:

1. Did the Enbridge Right-of-Way (ROW) Agent contact with you a minimum of 7 days in advance of the work commencing? YES NO
2. Did the Enbridge ROW Agent schedule an appointment with you and arrive at the agreed upon date and time? YES NO
3. Was the Enbridge ROW Agent courteous and professional at all times? YES NO
4. Did the Enbridge ROW Agent leave you with contact numbers in the event you had any concerns you would like addressed during the project? YES NO
5. Did the Enbridge ROW Agent provide and discuss the following with you:
 - i. Investigative Dig Process for Landowners Brochure YES NO
 - ii. The Preliminary Field ROW Report YES NO
 - iii. Any concerns or questions you had YES NO
 - iv. Necessary access/dig site area requirements YES NO
6. If requested, did the Enbridge ROW Agent or representatives maintain periodic contact with you throughout the project and ensure any concerns raised were adequately addressed? YES NO
7. Did the Enbridge representatives and contractor equipment stay on the agreed upon access route and dig site area at all times? YES NO
8. Were the on-site Enbridge Representatives courteous and professional at all times? YES NO
9. Was the dig site managed in a manner that was consistent with your expectations?
 - i. Properly Secured YES NO
 - ii. Clean at the end of each workday YES NO
10. Was the access and dig site area restored to your satisfaction? YES NO

11. Did the Enbridge ROW Agent contact you within two months of completion of the project to resolve any outstanding issues? YES NO

12. How would you rate your level of overall satisfaction from a landowners perspective with this project (circle a number based on a scale of 1 to 5 with 1 being very unsatisfied and 5 being extremely satisfied)

(very unsatisfied) 1 2 3 4 5 (very satisfied)

If you answered **No** to any of the questions above would you please list the question number and provide comments.

Do you have any other comments you would like to make?

Landowner Name (Please Print)

Date

Phone Number

Tract File Number

**ENBRIDGE PIPELINES INC.
PRELIMINARY FIELD RIGHT-OF-WAY REPORT**

REV: _____

LEGAL LAND DESCRIPTION: _____

TRACT#: _____ RM/COUNTY: _____

LANDOWNER(s): _____ Is there a tenant? YES NO

ADDRESS: _____ PHONE #: _____

Screening

CONTACTED BY: _____ DATE: _____ CONTACT METHOD: _____

Preliminary Consultation

CONTACTED BY: _____ DATE: _____ CONTACT METHOD: _____

LANDOWNER/TENANT NAME(s) (CIRCLE ONE): _____

ADDRESS: _____ PHONE #: _____

Screening

CONTACTED BY: _____ DATE: _____ CONTACT METHOD: _____

Preliminary Consultation

CONTACTED BY: _____ DATE: _____ CONTACT METHOD: _____

ITEMS DISCUSSED:

COMMENTS:

- | | | |
|-----------------------------|--|------------|
| ACCESS ROUTE DISCUSSED | YES <input type="checkbox"/> NO <input type="checkbox"/> | - ATTACHED |
| MAIN FARM ACCESS IDENTIFIED | YES <input type="checkbox"/> NO <input type="checkbox"/> | - |
| DIG AREA STAKED | YES <input type="checkbox"/> NO <input type="checkbox"/> | - |
| ACCESS ROUTE STAKED | YES <input type="checkbox"/> NO <input type="checkbox"/> | - |
| PRE-HARVEST REQUESTED | YES <input type="checkbox"/> NO <input type="checkbox"/> | - |
| DEWATERING DISCUSSED | YES <input type="checkbox"/> NO <input type="checkbox"/> | - |
| ROCK DISPOSAL DISCUSSED | YES <input type="checkbox"/> NO <input type="checkbox"/> | - |
| FENCING REQUIRED | YES <input type="checkbox"/> NO <input type="checkbox"/> | - |
| TREE REMOVAL | YES <input type="checkbox"/> NO <input type="checkbox"/> | - |

ACCESS LAND USE: CROP PASTURE HAY BRUSH AREA LIVESTOCK
TILE DRAINAGE YARD GATE FENCE FENCING REQUIRED OTHER SEED MIX
REQUIRED SPECIFY: _____

EXCAVATION AREA LAND USE: CROP PASTURE BRUSH AREA LIVESTOCK TILE DRAINAGE
YARD GATE FENCE FENCING REQUIRED OTHER SEED MIX REQUIRED
 SPECIFY: _____

Additional Comments:

LOCATION PLAN ATTACHED

Compensation Estimate – ONLY TO BE FILLED OUT AT LANDOWNER REQUEST YES NO

- | | |
|--|-----------------|
| 1. ACCESS ROUTE (ESTIMATED BASE CROP DAMAGES)
_____ ACRES X \$600/ACRE= | \$ _____ |
| 2. EXCAVATION AREA (ESTIMATED BASE CROP DAMAGES)
_____ ACRES X \$600/ACRE= | \$ _____ |
| 3. DISTURBANCE AND INCONVENIENCE (BASE DAMAGES)
_____ ACRES X \$400/ACRE= | \$ _____ |
| 4. TEMPORARY WORKSPACE (TWS) OFF ROW:
_____ ACRES X \$ _____ MARKET VALUE FOR LAND (per acre) X 0.78 = | \$ _____ |
| 5. WOODLOT TREES OFF ROW (ESTIMATED DAMAGES UNLESS OTHERWISE AGREED)
_____ ACRES X \$600/ACRE= | \$ _____ |
| OTHER DAMAGES (SPECIFY) _____ | \$ _____ |
| 5% GST | \$ _____ |
| TOTAL ESTIMATED DAMAGES: | \$ _____ |

ARE ANY OF THE ABOVE DAMAGES TO BE MADE PAYABLE TO ANY PARTY OTHER THAN THE LANDOWNER?
YES NO

If Yes, please specify _____

The personal information noted above is required by **ENBRIDGE PIPELINES INC. (ENBRIDGE)** in connection with the planning, execution, and remediation of a pipeline maintenance activity. The information is required for **ENBRIDGE** to contact and update you in respect to the activity, for regulatory notifications, and for ongoing consultation.

By signing this form, you consent to **ENBRIDGE** collecting and using this personal information for the purposes stated above, including disclosure to a public authority to the extent required to comply with legal or regulatory requirements, or as otherwise permitted by law.

This personal information will be collected, used or disclosed by **ENBRIDGE** in accordance with Enbridge's privacy policy, which can be viewed at www.enbridge.com/pipelines. If you have any questions or concerns regarding our privacy practices, or if you wish to withdraw your consent, please contact the Enbridge Pipelines' Privacy Officer at 1-888-444-4003 (toll free) or tnprivacy@enbridge.com.

LANDOWNER/TENANT NAME (PRINT)

ROW AGENT (PRINT or STAMP)

LANDOWNER/TENANT SIGNATURE

ROW AGENT SIGNATURE

LANDOWNER/TENANT NAME (PRINT)

ROW AGENT (PRINT or STAMP)

LANDOWNER/TENANT SIGNATURE

ROW AGENT SIGNATURE

SCHEDULE 2

Agricultural Vehicle and Equipment Screening Tool

A hardcopy of the Pipeline Crossing Tool below will be provided to Landowners.

QUICK TIPS:

Conditions for Safe Crossing

If the following conditions are met, you can cross the Enbridge ROW with your agricultural vehicle/equipment for the purposes of normal farming operations.

- If in ploughing or tilling mode, the vehicle/equipment doesn't disturb more than 18 inches (45 cm) of soil cover within the ROW.
- If in operating mode, the vehicle / equipment is not removing soil cover with the ROW.
- If you meet at least one of the following criteria:
 - The heaviest axle weight of loaded equipment is less than 30,000lbs or 15 tons (13,600kgs).
 - The ground pressure from track or wheel load / tire pressure is less than 15 psi (100 kPa).
- If your vehicle/equipment falls into the "Green" range on the screening tool.

Conditions for Unsafe Crossing

Any agricultural vehicle/equipment that doesn't meet the above conditions for safe crossing, including those that fall into the "Yellow" range on the screening tool, are not permitted to cross the ROW without first contacting Enbridge.

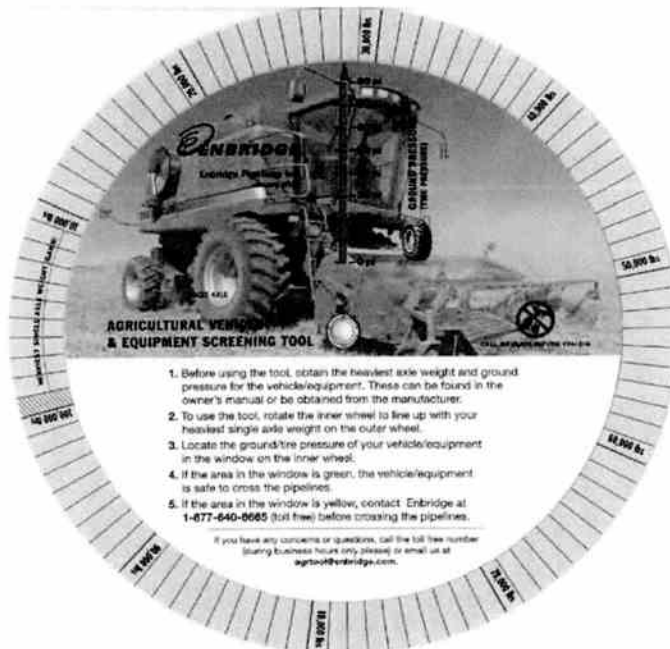
The Enbridge representative will assess the situation and advise you on how to proceed. Ground conditions can also vary due to weather, therefore, the ROW shouldn't be crossed during periods of heavy rain or if the soil is rutting when vehicles/equipment are driven on the ROW.

Other Tips

If you have questions about the tool or if you have several vehicles/equipment that require review, call us toll free at 1-877-640-8665 or email agrtool@enbridge.com.

We will make every effort to respond to your request within 48 hours (excluding weekends and statutory holidays). To better serve you and to speed up your request, please provide the following information to the Enbridge representative.

- Your name, address and phone number
- Email address (if available)
- Legal land description
- Make(s) and Model(s) of the equipment
- Axle Load (Weight)
- Ground Surface Pressure or Tire Pressure



SCHEDULE 3

ENBRIDGE PIPELINES CROP PERFORMANCE INVESTIGATIONS

1. INTRODUCTION AND OBJECTIVES

Enbridge has consulted with AMEC Environment & Infrastructure (AMEC) representatives regarding landowner requests and has asked AMEC to design a sampling protocol on reclaimed Enbridge pipelines Rights-of-Ways (RoW). Upon completion of the sampling program, information will be evaluated to determine which factors are contributing to reduced crop performance and determine if soil properties were compromised due to the pipeline construction activities within the pipeline Right-of-Way (ROW).

2. SAMPLING PROTOCOL FOR POST CONSTRUCTION CROP ASSESSMENTS

The sampling plan to support crop performance will include two types of assessment to determine potential performance issues. The proposed assessments include investigation focusing on the following components:

- 1) Soil assessment of physical and chemical properties; and
- 2) Vegetation assessment of crop productivity.

The primary focus of the sampling plan will be the determination of soil fertility and soil compaction as it directly relates to crop performance. This assessment will utilize off site controls against which the reclaimed lands will be directly compared.

(a) PREPARATIONS AND LOGISTICS

As part of completing the sampling, AMEC understands that any presence and activity of collecting information in the field on landowner property may lead to other concerns including safety, interference with critical operational practices, and/or concerns regarding the introduction of pests or weeds. As a result AMEC includes the following routine tasks that are completed for all field investigations, including detailed planning and logistics, following protocols with respect to safety and ground disturbance, minimizing crop production interruptions and disturbances, and the prevention of clubroot and weed spread with the implementation and adherence of a standardized weed and clubroot prevention and or sanitation protocol (where applicable).

As well, a review of background information will be completed for each pipeline segment (assumed to be on quarter section basis) – in particular, construction alignment sheets, regulatory applications and any available baseline soil information.

(b) TIMING AND SEASON OF SAMPLING

Crop maturation varies throughout the Prairie Provinces and is dependent on crop type (e.g., Alfalfa versus Canola), and therefore ideal crop evaluation timing may need to be considered during the timing and planning of the assessment. AMEC recommends soil and vegetation assessments to be completed at the same time, which will occur following the completion of all reclamation activities, including completion of seeding. The assessments will occur during the active growing season (ideally mid to late summer). Following pipeline reclamation, the assessment of crop performance will be completed during the second growing season after initial seeding. For example, if seeding of barley was completed in July, 2014, the sampling will occur in August 2015.

This timeframe allows for soil settlement and vegetation establishment on the reclaimed pipeline and allows for the evaluation of the crop during prime growing conditions. Assessments of annual crops can be completed under the condition that field preparation and seeding was completed during the optimal spring seeding dates, while perennial crops will be assessed during the second growing season (following an overwintering period after seeding) in the late summer, to allow for initial establishment in the first growing season.

(c) FIELD PROGRAM: SOIL QUALITY ASSESSMENT

(i) Criteria

The design of the on-site sampling will incorporate various components, including a soil sampling plan that is partly based on the criteria defined in the *Reclamation Assessment Criteria for Pipelines - 2001 Draft* (AESRD Document C&R/IL/01-X) (2001 Pipeline Criteria), including incorporation of components of other similar reclamation sampling protocols such as: *2010 Reclamation Criteria for Wellsites and Associated facilities for Cultivated Lands (Updated July 213)*, (ESRD, 2013) and the "Alberta Transportation Reclamation Criteria and Assessment Procedures for Borrow Excavations for Road Construction" document (EBA Engineering Consultants Ltd., 2002).

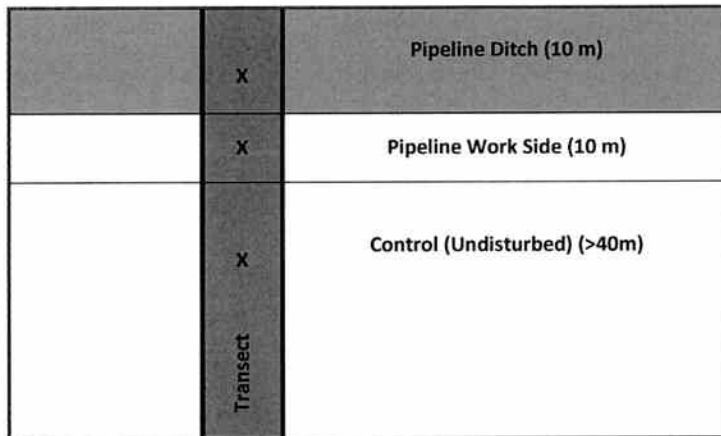
(ii) Sampling Locations

Identification of which land segment of each quarter section is to be sampled will be based on Enbridge direction and land owner concerns, considering factors such as poor crop development areas, including crop stress areas, soil subsidence areas, or other visual indicators.

It is proposed that within each quarter section, a systematic sampling approach will be established at a minimum of two transects per quarter section. Two sampling transects will be established at approximate 400 m intervals. Up to two additional transects locations may also be established in areas of observed poor crop performance or in locations showing landscape variability which may affect crop performance. Landscape variability is defined as distinct differences in soil moisture conditions (well drained to poorly drained); varied soil great group (Luvisol to Solonetzic); or significant topographic differences (upland to depression) within the quarter section.

A sampling transect will be aligned perpendicular to the pipeline with three different inspection locations established, including the reclaimed ditch, pipeline work space and a control location (Figure 1). At each inspection location various soil and vegetation parameters will be collected. The pipeline ROW consists of an approximate 45 m wide footprint. Spacing for the inspection locations will include one inspection located within the pipeline ditch area (approximately 10 m from ROW boundary), a second location located within the pipeline work area approximately 10 m from the ditchline inspection; and a control location located approximately 40m away from the pipeline centerline.

Figure 1. Diagram of Soil and Vegetation Sampling Transect



X- Inspection location

(iii) Soil Description, On-Site Testing and Recording

The soil quality assessment aspect of the field program will focus on the determination of soil fertility, soil chemistry, soil compaction rates, soil structure and admixing ratios. As discussed, the soil quality attributes will be collected under reclaimed conditions and compared directly to off-site control locations. This localized control method ensures direct site comparisons upon which recommendations can be developed.

Soil Quality Data Collection

At each inspection location, soils will be assessed and described by excavating a small soil pit (approx 30 x 30 cm) with a spade followed by use of a hand auger, to obtain soil information up to a depth of 60 cm, with exception of the pipeline ditch. Due to pipeline integrity and safety concerns when working near the pipeline, soil on the pipeline ditch will be assessed only in the 0-30 cm range of the soil profile. Compaction ratings for the 30-60 cm range of the profile will be derived from the geotechnical investigations completed as part of the backfill activities and pipeline reclamation.



Photo 1: Representation of soil profile assessment.

This proposed soil inspection depth of 60 cm is based on the predominance of crop roots in the 30-60 cm of soil (as per Gan et al., 2011, and Alberta Agriculture and rural Development, 2013). In addition, research has shown that pipeline installations on Solonchic soils in southern Alberta indicate compaction effects may reach depths of approximately 55 cm (Naeth et al., 1987), while another three year study on replaced soils in north-eastern Alberta (on Gray Luvisols) indicated that compaction only reached an approximate depth of 12-18 cm (Soon et al., 2000).

This is also the zone in which any soil properties such as high bulk density (compaction) are most likely to affect the development of the crop root system.

The soil quality sampling will focus on soil compaction and fertility as the primary sources of soil limitations with respect to crop production; however, AMEC recommends recording other on-site soil information at each inspection location, to preclude any other causes of crop reductions.

The following topsoil parameters will be assessed at each inspection location: identification of topsoil horizons, including topsoil depth (cm), % admixing, colour, texture, presence of lime, aggregate size (cm), structure, aggregate strength (consistence), gravel/stone content, and identification of any other visual compaction indicators including root restrictions, rooting structure, presence of mottling, or aeration restrictions indicators.

Similar parameters will be assessed for the subsoil horizons, including colour, texture, presence of lime, structure, aggregate strength (consistence), and also identification of any other visual compaction indicators including root restrictions, rooting structure, presence of mottling, or aeration restriction indicators.

Soil Profile Restriction

A soil profile restriction evaluation will be completed by a qualitative (visual) compaction assessment and a quantitative assessment by means of a penetrometer. The qualitative compaction assessment includes evaluation of various components including the following:

- rooting restriction patterns within the dominant rooting zones (0-60 cm)
- soil consistence (friability of the soil),
- soil aggregate size

- soil structure (platy or hard soil aggregates)
- recording of any mottling or gleyed soil colours (as an indicator of surface ponding or stratified moisture limitations)

All parameters will be recorded for the 0-15; 15-30 and 30-60 soil thickness ranges.

The quantitative approach of soil compaction at a site specific level is completed by the use of an agronomic penetrometer. Within each soil inspection location, readings will be recorded through the upper soil profile (e.g. topsoil, upper subsoil, lower subsoil layers). In general, the over-compaction of the reclaimed upper soil horizons directly affects crop productivity by limiting rooting capability or water holding capacity. The measurement of both reclaimed and off-site control conditions will provide an objective means for determining project related differences.

Soil Sample Collection

In combination with the physical penetrometer tests, soil samples will be collected for laboratory analysis. A soil sample will be taken at each sampling location on the proposed transects. Samples of approximately 1 kg weight will be bagged and kept cool in transit and in storage facilities, until submitted to the identified laboratory. Samples will be collected from both topsoil and subsoil horizons, with exception of the pipeline ditch location where only topsoil samples will be collected. As a result a total of 3 topsoil samples and 2 subsoil samples will be collected per transect and submitted for laboratory analysis. To ensure representative sampling, topsoil composite samples will be composed of at least three sub-samples taken from within a three metre radius of the main sampling location. Subsoil samples will be taken from a single inspection location. Soil analysis parameters are discussed below.

Photographs will be collected at each transect location, to capture and identify any landscape or soil profile problems or to aid further clarification or confirmation.

(iv) Laboratory Analyses of Soil Samples

In support of the collected soil samples, AMEC suggests at minimum the following laboratory analyses: pH, electrical conductivity (EC); and, sodium adsorption ratio (SAR). These analyses are applied in assessing salinity, which is a factor in crop performance. To ensure variability of nutrient availability is evaluated as well, nutrient analyses will also be completed including assessment of nutrient nitrogen, phosphorous, sulphur and potassium (collectively referred to as NPKS).

(d) FIELD PROGRAM: VEGETATION AND CROP QUALITY ASSESSMENT

(i) Vegetation Assessments

All vegetation assessments will be completed at the same soil sampling locations and frequencies as previous described under Section 2.3. The types of vegetation data collected for a crop depends on the type of crop present at each transect location. Crop assessments should be completed during the active growing season and ideally during the early crop maturing stages (early seed development stage) as per Government of Alberta (2011), *2010 Reclamation Criteria for Wellsites and Associated Facilities for Cultivated Lands*. Common parameters are plant density, height, and head length in grain crops. In pasture and forage fields, plant density, cover and height of stand can also be assessed. Overall health assessment should also be noted, as many factors can result in plant stress (e.g., weather, pests, weeds or diseases).

Frequency of crop assessment inspection locations will follow the same intensity as the soil assessments, including placement of control sampling locations. If significant differences between control and RoW results are observed, this could trigger another soil assessment or additional soil sampling locations, to either further delineate the problem or to determine if compaction, fertility or another issue is potentially an underlying cause of diminished crop performance within a RoW.

Photographs will be collected at each transect location, to capture and identify any vegetation problems or to aid further clarification or confirmation.

3. RESULTS ANALYSIS AND REPORTING

(a) ANALYSIS OF FIELD AND LABORATORY DATA

For compaction, admixing and other parameters, as discussed above, basic statistics will be calculated on a quarter section basis. These include average, range and, as applicable, the frequency of an observation; e.g., compaction observed in 2 of 6 sample points in a quarter section. This will enable characterizing potential issues as being present throughout a land parcel, or only in a portion of it. This would also possibly enable recommendations for potential mitigation measures on a site-specific basis.

Once fertility parameters have been analysed, crop fertilizer recommendations will be requested of the laboratory carrying out the analyses for NPKS. Laboratories maintain databases and software that enable fertilizer recommendations based on crop type, soil type and climatic subregion within the Alberta prairies. Other analytical parameters will be examined by an AMEC soil scientist for identification of features that may limit soil productivity and crop performance. These generally consist of salinity level, sodicity level, pH and texture (particle size distribution).

All parameters as collected from the RoW will be compared with the same parameters as collected from the control inspection locations.

(b) REPORTING OF FIELD AND LABORATORY FINDINGS

All field data will be summarized and upon review of the soil and crop information, will include recommendations for addressing localized problems on the RoW. This will be presented in a standardized report format.

The soil report will include a sketch of the quarter section under consideration, with locations of land segments, transects and sample points indicated; sketches will not be to scale, but locations of specific features will be indicated by GPS coordinates and/or distance of specific site features from the quarter section line or other reference point feature. The soil report will also include summaries of statistical analysis (as per above), fertilizer recommendations (as per laboratory generated report), and additional comments to summarize the type and extent of the issues observed on-site, and if any, recommendations to address various reclamation soil issues. The crop report will be similar to the soil report, including summarizing field data, but with the exception that crop assessments will not have associated laboratory data. Relevant photographs to illustrate significant soil or vegetation problems will also be included.

The reports would be submitted to Enbridge, for review and discussion of the appropriate mitigation actions with the landowner. The report components may be several pages long, particularly with inclusion of lab reports, which can be lengthy. Therefore, front page presentation of key findings and recommendations will be provided in a summary format.

4. REFERENCES:

- Alberta Agriculture and rural Development. 2013. Alberta Irrigation Management Manual. Source: [http://www1.agric.gov.ab.ca/\\$department/deptdocs.nsf/all/irrr14310/\\$file/altairrigmanagmanual.pdf?OpenElement](http://www1.agric.gov.ab.ca/$department/deptdocs.nsf/all/irrr14310/$file/altairrigmanagmanual.pdf?OpenElement) (Accessed January 2014)
- Gan, Y., Liu, L., Cutforth, H., Wang, X., and Ford, G. 2011. Vertical Distribution Profiles and temporal growth patterns of roots in selected oilseeds, pulses and spring wheat. *Crop and Pasture Science* 62.6 (2011):457-466.
- Government of Alberta. 2011. 2010 Reclamation Criteria for Wellsites and Associated Facilities for Cultivated Lands. Edmonton, Alberta.
- Alberta Environment. 2001. Reclamation Assessment Criteria for Pipelines - 2001 Draft. AESRD Document C&R/IL/01-X. Edmonton, Alberta.
- EBA Engineering Consultants Ltd. 2002. Alberta Transportation Reclamation Criteria and Assessment Procedures for Borrow Excavations for Road Construction. Prep. For Alberta Transportation. Edmonton, Alberta.
- Soon, Y.K., Arshad, M.A., Rice W.A., and Mills P. 2000. Recovery of Chemical and Physical Properties of Boreal Plains Soils Impacted by Pipeline Burial. *Can. J. Soil Science*, 80 (3) 489-497.

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SCHEDULE 4

FORM OF EASEMENT AMENDING AGREEMENTS

Alberta

TRACT: •

ENBRIDGE PIPELINES INC.

AGREEMENT TO AMEND EASEMENT
PROVINCE OF ALBERTA

• (the "Owner"), of •, •, being registered as owner(s) or entitled to become registered as owner(s) of an estate in fee simple, subject however to such encumbrances, liens and interests as appear on the Certificate of Title, in all that certain tract of land situated in the Province of Alberta being composed of:

•

as described in the Certificate of Title number • registered with the Alberta Land Titles Office (the "Lands"),

and ENBRIDGE PIPELINES INC., a corporation incorporated under the laws of Canada, and having its operating office in the City of Edmonton, in the Province of Alberta ("Enbridge"),

IN CONSIDERATION OF the covenants and conditions hereinafter described, and for other good and valuable consideration, in each case now paid and delivered to the Owner, the receipt and sufficiency of which are hereby acknowledged by the Owner and by Enbridge,

DO HEREBY AGREE TO AMEND the easement agreement registered with the Alberta Land Titles Office, instrument number • (the "Easement Agreement") to add the following terms, which addition will be effective immediately:

1. Enbridge and the Owner acknowledge and affirm the Addendum to Agreement for Easement registered with the Alberta Land Titles Office, instrument number •, which remains in all respects unchanged and continues, except as provided herein.
2. Enbridge and the Owner will comply with the CAEPLA/MPLA/SAPL-Enbridge Line 3 Decommissioning Settlement (the "Settlement"), attached hereto as Schedule "A".
3. The Owner consents to the decommissioning of the Line 3 pipeline on the Lands pursuant to the Line 3 pipeline decommissioning plan set out in the Line 3 Replacement Program Application by Enbridge to the National Energy Board filed November 5, 2014 NEB file number OF-Fac-Oil-E101-2014-11 02, and as that plan may be modified by the National Energy Board, subject to any right of damages provided in the Settlement.
4. Subject to the Addendum to Agreement for Easement referenced in paragraph 1 hereof and to any right of damages provided in the Settlement, the Owner consents to the indefinite presence of the decommissioned Line 3 pipeline on the Lands.
5. The Owner acknowledges receipt of a pre-payment of damages in the amount of \$17 for every linear meter of the Line 3 pipeline that is decommissioned on the Lands, which pre-payment is to be set off against any damages due and payable that were caused by Line 3 decommissioning (other than those damages identified in the Preliminary Field Right of Way Report for decommissioning construction) or the continued presence of a decommissioned Line 3 pipeline on the Landowner's property. The Owner provides Enbridge with a damages release in the amount of the aforesaid pre-payment, and this release will run with the Lands and bind the Owner's successors in title.

In all other regards, the Easement Agreement remains unchanged and continues to grant Enbridge an easement pursuant to its terms.

The Owner agrees that Enbridge may register this Agreement at the Alberta Land Titles Office.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the _____ day of _____, 20____.

SIGNED in the presence of:

Witness: _____

Owner: _____

Witness: _____

Owner: _____

ENBRIDGE PIPELINES INC.

Witness: _____

Name: _____
Title: _____

AFFIDAVIT OF EXECUTION

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

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

SWORN BEFORE ME at the _____)
of _____, in the)
Province of Alberta, this _____ day of)
_____, 20____.)
)
)
)
)

A Commissioner for Oaths for Alberta)
Being a Solicitor. OR)
My commission expires:)

CONSENT OF SPOUSE

I, _____, being married to the within named _____, 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.

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 or agreement;

(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) consents to the disposition or 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, to the extent necessary to give effect to the said disposition or agreement;

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

DATED at the _____ of _____, in the Province of Alberta, this _____ day of _____, 20__.

A Commissioner for Oaths in and for the Province of Alberta

5. DOWER AFFIDAVIT

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, _____, of the _____, of _____, 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 -

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 _____)
of _____, in the)
Province of Alberta, this _____ day of)
_____, 20__)

A Commissioner for Oaths in and for the Province of Alberta)

6.

AFFIDAVIT OF EXECUTION ON BEHALF OF ENBRIDGE PIPELINES INC.

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

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

SWORN BEFORE ME at the _____)
 of _____, in the)
 Province of Alberta, this _____ day of)
 _____, 20__)

 A Commissioner for Oaths in and for the)
 the Province of Alberta)

DATED _____, A.D. 20__

•
- and -

ENBRIDGE PIPELINES INC.

AGREEMENT TO AMEND EASEMENT
ALBERTA

ENBRIDGE PIPELINES INC.
Law Department
P.O. Box 398
Edmonton, Alberta
T5J 2J9

Manitoba

TRACT: •

ENBRIDGE PIPELINES INC.

**AGREEMENT TO AMEND EASEMENT
PROVINCE OF MANITOBA**

• (the "Owner"), of •, •, being registered as owner(s) or entitled to become registered as owner(s) of an estate in fee simple, subject however to such encumbrances, liens and interests as appear on the Certificate of Title, in all that certain tract of land situated in the Province of Manitoba being composed of:

•

as described in the Certificate of Title number • registered with the Manitoba Land Titles Office (the "Lands"),

and **ENBRIDGE PIPELINES INC.**, a corporation incorporated under the laws of Canada, and having its operating office in the City of Edmonton, in the Province of Alberta ("Enbridge"),

IN CONSIDERATION OF the covenants and conditions hereinafter described, and for other good and valuable consideration, in each case now paid and delivered to the Owner, the receipt and sufficiency of which are hereby acknowledged by the Owner and by Enbridge,

DO HEREBY AGREE TO AMEND the easement agreement registered with the Manitoba Land Titles Office, instrument number • (the "Easement Agreement") to add the following terms, which addition will be effective immediately:

1. Enbridge and the Owner acknowledge and affirm the Addendum to Agreement for Easement registered with the Manitoba Land Titles Office, instrument number • which remains in all respects unchanged and continues, except as provided herein.
2. Enbridge and the Owner will comply with the CAEPLA/MPLA/SAPL-Enbridge Line 3 Decommissioning Settlement (the "Settlement"), attached hereto as Schedule "A".
3. The Owner consents to the decommissioning of the Line 3 pipeline on the Lands pursuant to the Line 3 pipeline decommissioning plan set out in the Line Replacement Program Application by Enbridge to the National Energy Board filed November 5, 2014, NEB file number OF-Fac-Oil-E101-2014-11 02, and as that plan may be modified by the National Energy Board, subject to any right of damages provided in the Settlement.
4. Subject to the Addendum to Agreement for Easement referenced in paragraph 1 hereof and to any right of damages provided in the Settlement, the Owner consents to the indefinite presence of the decommissioned Line 3 pipeline on the Lands.
5. The Owner acknowledges receipt of a pre-payment of damages in the amount of \$17 for every linear meter of the Line 3 pipeline that is decommissioned on the Lands, which pre-payment is to be set off against any damages due and payable that were caused by Line 3 decommissioning (other than those damages identified in the Preliminary Field Right of Way Report for decommissioning construction) or the continued presence of a decommissioned Line 3 pipeline on the Landowner's property. The Owner provides Enbridge with a damages release in the amount of the aforesaid pre-payment, and this release will run with the Lands and bind the Owner's successors in title.

In all other regards, the Easement Agreement remains unchanged and continues to grant Enbridge an easement pursuant to its terms.

The Owner agrees that Enbridge may register this Agreement at the Manitoba Land Titles Office.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the _____ day of _____, 20_____.

SIGNED in the presence of:

Witness:

Owner: _____

Witness:

Owner: _____

ENBRIDGE PIPELINES INC.

Witness:

Name: _____
Title: _____

AFFIDAVIT OF WITNESS

CANADA) I, _____, of the _____
PROVINCE OF MANITOBA) of _____, in the Province of _____
TO WIT:) _____, **MAKE OATH AND**
SAY/HEREBY AFFIRM THAT:

1. I was personally present and did see _____ named in the attached Agreement to Amend Easement sign that instrument at the (city/ town, etc.) _____ of _____, in the Province of _____.

2. I personally know the person whose signature I witnessed.

OR

The identity of the person whose signature I witnessed has been proven to me to my satisfaction.

3. The person whose signature I witnessed acknowledged to me that they:
(a) are the person named in the attached instrument;
(b) have attained the age of majority; and
(c) were authorized to execute the instrument.

SWORN/AFFIRMED BEFORE ME at the

_____)
of _____, in the)
Province of Manitoba, this _____ day of)
_____, 20__.

A Notary Public/Commissioner for Oaths for Manitoba

My commission expires: _____

THE HOMESTEAD ACT
 CONSENT TO DISPOSITION AND
 ACKNOWLEDGMENT (ATTACHED TO INSTRUMENT)

I, _____, the spouse or common-law partner of the grantor named in the attached instrument (the "Grantor") consent to the disposition of the homestead effected by the attached instrument made between the Grantor and **ENBRIDGE PIPELINES INC.** affecting the homestead legally described as:

XXXXXXXXXX
 Title Number: _____

and acknowledge that:

1. I am the first spouse or common-law partner to acquire homestead rights in the property.
 OR
 A previous spouse or common-law partner of the Grantor acquired homestead rights in the property but those rights have been released or terminated in accordance with *The Homesteads Act*.
2. I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

 (name of spouse or common-law partner) (signature of spouse or common-law partner) (date)

 (name of witness) (signature of witness) (date)

A Notary Public in and for the Province of Manitoba/
 A Commissioner for Oaths in and for the
 Province of Manitoba
 My Commission expires: _____

CANADA) I, _____
PROVINCE OF MANITOBA)
TO WIT) of the _____ of _____,
) in the Province of Manitoba,
) MAKE OATH AND SAY / HEREBY AFFIRM that:

1. I am the Grantor named in the attached instrument, and I am of the full age of majority.
2. I have no spouse or common-law partner as defined under "The Homesteads Act". No other person has Homestead rights in the within land.
3. the person consenting to the attached instrument is my spouse/common-law partner. No other person has Homestead rights in the within land.
5. my co-grantor is my spouse/common-law partner. No other person has Homestead rights in the within land.
6. the land referred to in the attached instrument is not homestead property.

(strike out inapplicable statements above)

SWORN/AFFIRMED before me at the City/Town _____)
 of _____, in the Province of Manitoba _____)
 this _____ day of _____, 20____.) _____

 Notary Public or Commissioner for Oaths in and
 for the Province of Manitoba

AFFIDAVIT OF WITNESS ON BEHALF OF ENBRIDGE PIPELINES INC.

CANADA) I, _____, of the _____
PROVINCE OF ALBERTA) of _____, in the Province of _____
TO WIT:) _____, MAKE OATH AND SAY/HEREBY
AFFIRM THAT:

1. I was personally present and did see _____ named in the attached Agreement to Amend Easement sign that instrument at the (city/ town, etc) _____ of _____, in the Province of _____.

2. I personally know the person whose signature I witnessed.

OR

The identity of the person whose signature I witnessed has been proven to me to my satisfaction.

3. The person whose signature I witnessed acknowledged to me that they:
(a) are the person named in the attached instrument;
(b) have attained the age of majority; and
(c) were authorized to execute the instrument.

SWORN/AFFIRMED BEFORE ME at the _____ city _____)
of _____ Edmonton _____, in the _____)
Province of _____ Alberta _____, this _____ day of _____)
_____, 201____.)

A Notary Public/Commissioner for Oaths for the Province of Alberta _____)
My commission expires: _____)

DATED _____, A.D. 20__

- and -

ENBRIDGE PIPELINES INC.

**AGREEMENT TO AMEND EASEMENT
MANITOBA**

ENBRIDGE PIPELINES INC.
Law Department
P.O. Box 398
Edmonton, Alberta
T5J 2J9

Saskatchewan

TRACT: ●

**ENBRIDGE PIPELINES INC.
AGREEMENT TO AMEND EASEMENT
PROVINCE OF SASKATCHEWAN**

● (the "Owner"), of ●, ●, being registered as owner(s) or entitled to become registered as owner(s) of an estate in fee simple, subject however to such encumbrances, liens and interests as appear on the Certificate of Title, in all that certain tract of land situated in the Province of Saskatchewan being composed of:

●

as described in the Certificate of Title number ● registered with the Saskatchewan Land Titles Registry (the "Lands"),

and **ENBRIDGE PIPELINES INC.**, a corporation incorporated under the laws of Canada, and having its operating office in the City of Edmonton, in the Province of Alberta ("Enbridge"),

IN CONSIDERATION OF the covenants and conditions hereinafter described, and for other good and valuable consideration, in each case now paid and delivered to the Owner, the receipt and sufficiency of which are hereby acknowledged by the Owner and by Enbridge,

DO HEREBY AGREE TO AMEND the easement agreement registered with the Saskatchewan Land Titles Registry, instrument number ● (the "Easement Agreement") to add the following terms, which addition will be effective immediately:

1. Enbridge and the Owner acknowledge and affirm the Addendum to Agreement for Easement registered with the Saskatchewan Land Titles Registry, instrument number ● which remains in all respects unchanged and continues, except as provided herein.
2. Enbridge and the Owner will comply with the CAEPLA/MPLA/SAPL-Enbridge Line 3 Decommissioning Settlement (the "Settlement"), attached hereto as Schedule "A".
3. The Owner consents to the decommissioning of the Line 3 pipeline on the Lands pursuant to the Line 3 pipeline decommissioning plan set out in the Line 3 Replacement Program Application by Enbridge to the National Energy Board filed November 5, 2014, NEB file number OF-Fac-Oil-E101-2014-11 02, and as that plan may be modified by the National Energy Board, subject to any right of damages provided in the Settlement.
4. Subject to the Addendum to Agreement for Easement referenced in paragraph 1 hereof and to any right of damages provided in the Settlement, the Owner consents to the indefinite presence of the decommissioned Line 3 pipeline on the Lands.
5. The Owner acknowledges receipt of a pre-payment of damages in the amount of \$17 for every linear meter of the Line 3 pipeline that is decommissioned on the Lands, which pre-payment is to be set off against any damages due and payable that were caused by Line 3 decommissioning (other than those damages identified in the Preliminary Field Right of Way Report for decommissioning construction) or the continued presence of a decommissioned Line 3 pipeline on the Landowner's property. The Owner provides Enbridge with a damages release in the amount of the aforesaid pre-payment, and this release will run with the Lands and bind the Owner's successors in title.

In all other regards, the Easement Agreement remains unchanged and continues to grant Enbridge an easement pursuant to its terms.

The Owner agrees that Enbridge may register this Agreement at the Saskatchewan Land Titles Registry.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the _____ day of _____, 20____.

SIGNED in the presence of:

Witness: _____

Owner: _____

Witness: _____

Owner: _____

ENBRIDGE PIPELINES INC.

Witness: _____

Name: Brent Kaup
Title: Sr. Manager, Land Services CDN Projects
Power of Attorney No. 132384070

AFFIDAVIT OF EXECUTION

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

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

SWORN BEFORE ME at the _____)
of _____, in the)
Province of Saskatchewan, this _____ day of)
_____, 20__ .)
)
)
)
)
)

A Commissioner for Oaths for Saskatchewan)
Being a Solicitor. OR)
My commision expires:)

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

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

DATED at the _____ of _____, in the Province of _____, this _____ day of _____, 20__.

Witness:

Per:

Witness:

Per:

AFFIDAVIT OF EXECUTION

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

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

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

 A Commissioner for Oaths for Saskatchewan)
 Being a Solicitor. OR)
 My commision expires:)

AFFIDAVIT OF EXECUTION ON BEHALF OF ENBRIDGE PIPELINES INC.

CANADA) I, _____, of the city _____
PROVINCE OF ALBERTA) of Edmonton, in the Province of
TO WIT:) Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see Brent Kaup named in the within Agreement to Amend Easement who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. THAT the same was executed at the city of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said Brent Kaup named 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 _____ day of)
_____, 201____.)

_____)
A Commissioner for Oaths for the)
Province of Alberta _____)

THE HOMESTEADS ACT, 1989 - AFFIDAVIT

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

1. I am the/a signatory of this disposition.

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

- or -

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

- or -

2. I have no spouse.

- or -

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

- or -

2. An order has been made by Her Majesty's Court of Queen's Bench for Saskatchewan/Unified Family Court pursuant to The Family Property Act declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired).

SWORN BEFORE ME at the City/Town _____)
of _____, in the Province _____)
of Saskatchewan, this _____ day _____)
of, 20. _____)
_____)
_____)

A COMMISSIONER FOR OATHS
for Saskatchewan
Being a Solicitor. OR
My commission expires:

THE HOMESTEADS ACT, 1989 - AFFIDAVIT

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

1. I am the/a signatory of this disposition.
2. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.
- or -
2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.
- or -
2. I have no spouse.
- or -
2. My spouse and I have entered into an interspousal agreement pursuant to The Family Property Act in which my spouse has specifically released all his/her homestead rights in the land that is the subject matter of this disposition.
- or -
2. An order has been made by Her Majesty's Court of Queen's Bench for Saskatchewan/Unified Family Court pursuant to The Family Property Act declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired).

SWORN BEFORE ME at the City/Town _____)
of _____, in the Province _____)
of Saskatchewan, this _____ day _____)
of, 20. _____)
_____)

A COMMISSIONER FOR OATHS
for Saskatchewan
Being a Solicitor. OR
My commission expires:

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of _____, consent to the above/attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above/attached disposition in favour of Enbridge Pipelines Inc. to the extent necessary to give effect to this right-of-way agreement (agreement to amend easement).

Signature of Non-owning Spouse

CERTIFICATE OF SOLICITOR

I, _____, a solicitor legally entitled to practice law in _____, Saskatchewan, certify that I have explained to _____, non-owning spouse of _____, the owning spouse named in the above/attached right-of-way agreement (agreement to amend easement), separate and apart from the owning spouse and that the non-owning spouse understands the purpose and effect of the right-of-way agreement (agreement to amend easement). I further certify that I have not, nor has my employer, partner or clerk, prepared the above/attached right-of-way agreement (agreement to amend easement) and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

Practicing Solicitor

**ATTACHED TO AND FORMING
PART OF THE AGREEMENT
FOR EASEMENT**

SCHEDULE ONE

1.

Annual or Periodic Payment

The consideration for this Agreement is the sum of _____ Dollars (\$ _____) of lawful money of Canada to be paid on the execution of this Agreement, the receipt of which is hereby acknowledged by the Owner, and thereafter the sum of _____

Dollars (\$ _____) of lawful money of Canada to be paid on or before the anniversary date thereafter for a period of _____ (____) years. The amount of any annual or periodic payment will be reviewed every five (5) years.

The Owner hereby agrees to and accepts the annual or periodic payment set out above.

Witness:

Owner:

Witness:

Owner:

Witness:

Owner:

DATED _____, A.D. 20__

•

- and -

ENBRIDGE PIPELINES INC.

AGREEMENT TO AMEND EASEMENT
SASKATCHEWAN

ENBRIDGE PIPELINES INC.
Law Department
P.O. Box 398
Edmonton, Alberta
T5J 2J9

DATED July 29 A.D. 2015

R & C CHAPMAN FARMS LTD.

- and -

ENBRIDGE PIPELINES INC.

AGREEMENT TO AMEND EASEMENT
MANTOBA

ENBRIDGE PIPELINES INC.
Law Department
P.O. Box 398
Edmonton, Alberta
T5J 2J9

Property Assessment Report

Municipality: 162 - RM OF PIPESTONE **Roll No:** 186900.000 **REAL PROPERTY**
Dwelling Units: 0 **Frontage or Area:** 159.46 ACRES
Legal Description: NW1-9-26W **Civic Address:** 48151 Road 151W
School Division: FORT LA BOSSE **Community Area:** R M OF PIPESTONE **Ward:** 5

Certificate of Title / Land Title Office:

1780662 / BRANDON

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	RESIDENTIAL 1	TAXABLE	2,200	16,400	18,600
		FARM PROPERTY	TAXABLE	139,600	53,800	193,400
			TOTAL	141,800	70,200	212,000
2024	Apr 1, 2021	RESIDENTIAL 1	TAXABLE	1,700	15,200	16,900
		FARM PROPERTY	TAXABLE	115,100	53,700	168,800
			TOTAL	116,800	68,900	185,700
2023	Apr 1, 2021	RESIDENTIAL 1	TAXABLE	1,700	15,200	16,900
		FARM PROPERTY	TAXABLE	115,100	53,700	168,800
			TOTAL	116,800	68,900	185,700
2022	Apr 1, 2018	RESIDENTIAL 1	TAXABLE	1,600	14,400	16,000
		FARM PROPERTY	TAXABLE	106,700	53,300	160,000
			TOTAL	108,300	67,700	176,000
2021	Apr 1, 2018	RESIDENTIAL 1	TAXABLE	1,600	14,400	16,000
		FARM PROPERTY	TAXABLE	106,700	53,300	160,000
			TOTAL	108,300	67,700	176,000
2020	Apr 1, 2018	RESIDENTIAL 1	TAXABLE	1,600	14,400	16,000
		FARM PROPERTY	TAXABLE	106,700	53,300	160,000
			TOTAL	108,300	67,700	176,000
2019	Apr 1, 2016	RESIDENTIAL 1	TAXABLE	1,500	14,000	15,500
		FARM PROPERTY	TAXABLE	102,900	54,900	157,800
			TOTAL	104,400	68,900	173,300
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	104,100	54,900	159,000
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	75,000	56,200	131,200
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	75,000	56,200	131,200

2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	55,700	55,300	111,000
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	55,700	55,300	111,000
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	53,600	49,300	102,900
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	53,600	49,300	102,900
2011	Apr 1, 2008	RESIDENTIAL 1	TAXABLE	400	44,300	44,700
		FARM PROPERTY	TAXABLE	42,400	54,000	96,400
			TOTAL	42,800	98,300	141,100
2010	Apr 1, 2008	RESIDENTIAL 1	TAXABLE	400	44,300	44,700
		FARM PROPERTY	TAXABLE	42,400	54,000	96,400
			TOTAL	42,800	98,300	141,100
2009	2003	RESIDENTIAL 1	TAXABLE	300	35,200	35,500
		FARM PROPERTY	TAXABLE	35,100	46,200	81,300
			TOTAL	35,400	81,400	116,800
2008	2003	RESIDENTIAL 1	TAXABLE	300	35,200	35,500
		FARM PROPERTY	TAXABLE	35,100	46,200	81,300
			TOTAL	35,400	81,400	116,800

Property Assessment Report

Municipality: 162 - RM OF PIPESTONE **Roll No:** 187000.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 159.82 ACRES
Legal Description: SE1-9-26W **Civic Address:**
School Division: FORT LA BOSSE **Community Area:** R M OF PIPESTONE **Ward:** 5

Certificate of Title / Land Title Office:

1780662 / BRANDON

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	156,100	-	156,100
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	123,800	-	123,800
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	123,800	-	123,800
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	113,100	-	113,100
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	113,100	-	113,100
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	113,100	-	113,100
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	111,300	-	111,300
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	111,300	-	111,300
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	68,300	-	68,300
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	68,300	-	68,300
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	57,500	-	57,500
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	57,500	-	57,500
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	54,000	-	54,000
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	54,000	-	54,000
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	43,100	-	43,100
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	43,100	-	43,100
2009	2003	FARM PROPERTY	TAXABLE	34,300	-	34,300
2008	2003	FARM PROPERTY	TAXABLE	34,300	-	34,300

Property Assessment Report

Municipality: 162 - RM OF PIPESTONE **Roll No:** 187100.000 **REAL PROPERTY**
Dwelling Units: 0 **Frontage or Area:** 159.46 ACRES
Legal Description: SW1-9-26W **Civic Address:**
School Division: FORT LA BOSSE **Community Area:** R M OF PIPESTONE **Ward:** 5

Certificate of Title / Land Title Office:

1780662 / BRANDON

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	146,100	-	146,100
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	119,000	-	119,000
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	119,000	-	119,000
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	109,900	-	109,900
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	109,900	-	109,900
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	109,900	-	109,900
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	106,500	-	106,500
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	106,500	-	106,500
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	73,400	-	73,400
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	73,400	-	73,400
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	54,400	-	54,400
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	54,400	-	54,400
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	51,400	-	51,400
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	51,400	-	51,400
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	40,200	-	40,200
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	40,200	-	40,200
2009	2003	FARM PROPERTY	TAXABLE	33,100	-	33,100
2008	2003	FARM PROPERTY	TAXABLE	33,100	-	33,100