LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0021 462 981	6;4;72;1;NE	192 130 205 +1

LEGAL DESCRIPTION

MERIDIAN 6 RANGE 4 TOWNSHIP 72
SECTION 1
QUARTER NORTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
0.806 OF A HECTARE (1.99 ACRES) MORE OR LESS FOR DITCH AND
0.004 OF A HECTARE (0.01 OF AN ACRE) MORE OR LESS FOR ACCESS
LAND BOTH AS SHOWN ON ROAD PLAN 5655JY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF GRANDE PRAIRIE NO. 1

REFERENCE NUMBER: 192 060 516 +1

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
192 130 205	12/06/2019	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

505162 ALBERTA LTD.
OF C/O 11810-91B ST
GRANDE PRAIRIE
ALBERTA T8X 1J1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
902 112 666	24/04/1990	UTILITY RIGHT OF WAY GRANTEE - ALBERTA GOVERNMENT TELEPHONES. AS TO PORTION OR PLAN:9020871

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
972 071 950	17/03/1997	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - PEMBINA PIPELINE CORPORATION. 3800, 525-8 AVENUE SW CALGARY ALBERTA T2P1G1 AGENT - MARVEY WAYNE ZWARICH (DATA UPDATED BY: CHANGE OF NAME 992284190) (DATA UPDATED BY: CHANGE OF ADDRESS 122217740)
192 125 274	06/06/2019	UTILITY RIGHT OF WAY GRANTEE - PEMBINA PIPELINE CORPORATION.

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 29 DAY OF OCTOBER, 2026 AT 09:31 A.M.

ORDER NUMBER: 58789649

CUSTOMER FILE NUMBER: CLHBID

END OF CERTIFICATE

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

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

902112666

ORDER NUMBER: 58828903

ADVISORY

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AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

I, RALPH NELUBOWICH of the CITY of EDMONTON in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see ELIZABETH ALICE MC LAUGHLIN 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 GRANDE PRAIRIE in the Province of Alberta and that I am the subscribing witness thereto.

3. THAT I know the said ELIZABETH ALICE MC LAUGHLIN and SHE 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 7th day of November A.D. 19 88.

RALPH NELUBOWICH

A COMMISSIONER FOR OATHS
A NOTARY PUBLIC (SEAL)

DAN PANEK
MY COMMISSION EXPIRES
MARCH 26, 19 92

902112666 REGISTERED 1990 4 24 A.D. 19
UTRW - UTILITY RIGHT OF WAY ADR/GCAMPION
002 OF 0004

TO
ALBERTA GOVERNMENT TELEPHONES

RIGHT-OF-WAY

RE: D.C.T. #

RE: PROPERTY

Alberta Government Telephones,
P.O. Box 2411,
Edmonton, Alberta.
T5J 2S4

RIGHT-OF-WAY AGREEMENT

ELIZABETH ALICE MC LAUGHLIN OF GRANDE PRAIRIE, IN THE PROVINCE OF ALBERTA (referred to as "the Grantor") being the registered owner of lands described as follows:

THE NORTH EAST QUARTER OF SECTION ONE (1)

TOWNSHIP SEVENTY TWO (72)

RANGE FOUR (4)

WEST OF THE SIXTH MERIDIAN

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT: 0.806 HECTARES (1.99 ACRES) MORE OR LESS FOR DITCH AND 0.004 HECTARES (0.01 ACRES) MORE OR LESS FOR ACCESS LAND BOTH AS SHOWN ON ROAD PLAN 5655 J.Y.

EXCEPTING THEREOUT ALL MINES AND MINERALS.

(the land)

DOES HEREBY in consideration of payment of Three Hundred dollars $300.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANT AND TRANSFER to Alberta Government Telephones, (referred to as "AGT") the rights and privileges of a right-of-way in, through, over and under this part of the land, namely:

ALL THAT PORTION OF THE DESCRIBED LANDS REQUIRED AS RIGHT OF WAY AS SHOWN ON RIGHT OF WAY PLAN # 902 0871 X-

ON FILE IN THE LAND TITLES OFFICE FOR THE NORTH ALBERTA LAND REGISTRATION DISTRICT.

EXCEPTING THEREOUT ALL MINES AND MINERALS.

(referred to as "the right-of-way") for digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating telephone, telegraph and telecommunication lines or any one or more of them, together with all other AGT telecommunication facilities, (all referred to as the facilities) to be laid in, under, on, over or across the right-of-way, the said rights and privileges being subject to the following terms and conditions, namely:

1. The right-of-way hereby granted shall be effective October 6th 1988 for such length of time as the facilities are required by AGT.

2. AGT, its employees, agents, contractors and subcontractors shall have the right to ingress, egress and to pass and repass on the right-of-way either on foot or by means of vehicles or necessary machines, and to remain on the right-of-way for all purposes of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the facilities.

3. AGT, in carrying out such operations will do so in workmanlike manner and will cause as little damage and inconvenience to the owner or occupier of the said lands as is possible, and any excavations or workings AGT makes shall, so far as is reasonably practicable, be restored to their former condition. The replacement of trees, shrubs and landscaping other than grass is not practical and AGT is under no liability for replacement but shall pay crop loss and damages resulting from such operations.

4. The Grantor covenants that (he) it will not build, erect or maintain nor permit or suffer to be built, erected or maintained on the right-of-way any building or structure, and will not plant or maintain, nor allow or suffer to be planted or maintained thereon any trees, shrubs, or landscaping which would or could prevent or hinder the exercise by AGT of any of the rights granted to it , nor allow changes to the design or existing surface grades.

5. Subject to Clause 3, AGT will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of actions or costs that the Grantor may suffer or be put to by reason of anything done by AGT in the exercise of the rights and privileges granted to it.

6. This right-of-way and the covenants granted AGT are and shall be covenants running with the land.

7. The rights, privileges and obligations of AGT and the Grantor shall extend to and shall be binding upon Alberta Government Telephones, its successors and assigns, and upon the Grantor, its successors and assigns.

8. Other conditions:

—NONE
L.M.C.

Witness	REGISTERED OWNER	Oct. 6th, 1988 Date
Witness	REGISTERED OWNER	Date

Instructions: All registered owners must sign before a witness.
If they are limited companies, the company seal must be stamped on, and then no witness is required.

FORM A - CONSENT OF SPOUSE

I, _____ being married to the above named _____, do hereby give my consent to the disposition of our homestead, made in this (or the annexed) instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the DOWER ACT, to the extent necessary to give effect to the said disposition.

_____
(signature of spouse)

FORM C - CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

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

2. _____ acknowledged to me that she (or he):
   (a) is aware of the nature of the disposition (or agreement);
   (b) is aware that the DOWER ACT, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
   (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 (or 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 (or his wife).

Dated at _____, in the Province of Alberta, this _____ day of _____, A. D. 19 _____.

_____
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

FORM B - AFFIDAVIT

I, Elizabeth Alice McLaughlin of Grande Prairie in the Province of Alberta, retired, make oath and say:
(occupation)

1. That I am the Grantor ~~(or the duly appointed agent acting under power of attorney in my favor dated the _____ day of _____, A. D. 19 _____.~~

2. That I am ~~(my principal is)~~ not married.

~~OR~~

~~Neither myself nor my spouse (my principal nor his spouse) has resided on the within mentioned land at any time since our (their) marriage.~~

OR

A judgment for damages was obtained ~~against~~ me by my spouse (my principal by his spouse) and registered in the Land Titles Office as ~~No. _____ dated the _____ day of _____, A. D. 19 _____.~~

SWORN before me at Grande Prairie
in the Province of Alberta
this 6th day of October
A. D. 19 88.

Elizabeth Alice McLaughlin

_____
A COMMISSIONER FOR OATHS (or as the case may be)
RALPH NELUBOWICH
My Commission Expires April 6th, 1989

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

972071950

ORDER NUMBER: 58828903

ADVISORY

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CAVEAT FORBIDDING REGISTRATION
"The Land Titles Act"

CANADA)
PROVINCE OF ALBERTA)

TO THE REGISTRAR OF the North Alberta Land Registration District

TAKE NOTICE that PEACE PIPE LINE LTD. claims an estate or interest in and to the undermentioned lands under and by virtue of an Alberta Right-of-Way Agreement dated the 7th day of November, A.D. 19 96 whereby ELIZABETH ALICE MCLAUGHLIN, as Grantor, did agree to grant certain portions of the said land for the purpose and upon the terms and conditions therein set forth to PEACE PIPE LINE LTD., as Grantee, the said land being:

MERIDIAN 6, RANGE 4, TOWNSHIP 72, SECTION 1, QUARTER NORTH EAST, CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
0.806 OF A HECTARE (1.99 ACRES) MORE OR LESS FOR DITCH AND
0.004 OF A HECTARE (0.01 OF AN ACRE) MORE OR LESS FOR ACCESS LAND, BOTH AS SHOWN ON ROAD PLAN 5655JY
EXCEPTING THEREOUT ALL MINES AND MINERALS

(protecting a pipeline right-of way containing 2.4 acres, more or less)

as more particularly described in Certificate of Title No. 84E210 standing in the register in the name of ELIZABETH ALICE MCLAUGHLIN and PEACE PIPE LINE LTD. forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to its claim, and appoints P.O. Box 1948, 707 Eighth Avenue S.W., Calgary, Alberta, T2P 3M7, as the place at which notices and proceedings relating hereto may be served.

DATED this 12th day of March, A.D. 1997.

PEACE PIPE LINE LTD.
By its Agent:

Witness

MARVEY WAYNE ZWARICH

AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Marvey Wayne Zwarich
of the City of Calgary
in the Province of Alberta, Land Agent
(Occupation)
MAKE OATH AND SAY AS FOLLOWS:

1. THAT I am the agent for the within named Caveator.

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

SWORN before me at the City)
of Calgary)
in the Province of Alberta)
this 12th day of March, 1997.)

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

KAY CHRISTINE SMANDYCH
100, 3015 - 12th Street N.E.
Calgary, Alberta T2E 7J2

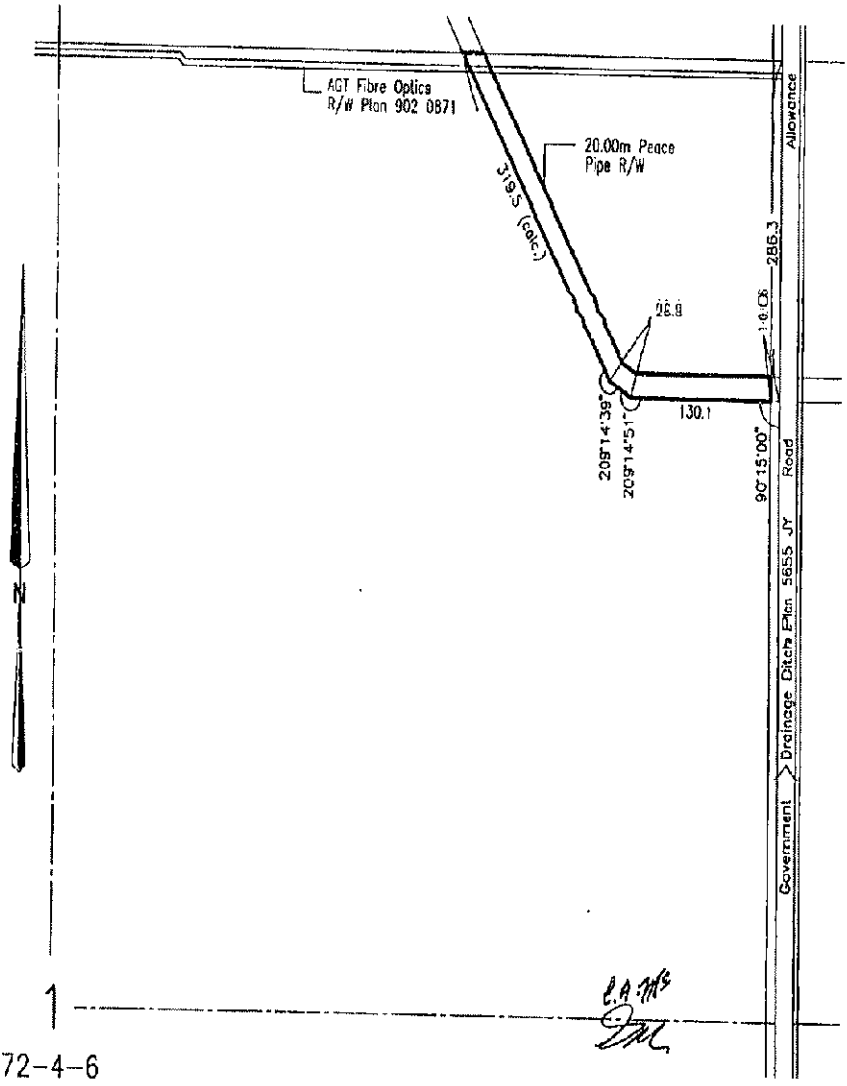
My Appointment expires February 4, 2000.

MARVEY WAYNE ZWARICH

PEACE PIPE LINE LIMITED

INDIVIDUAL OWNERSHIP PLAN

Showing a 20.00 Metre PIPELINE RIGHT OF WAY
N.E. 1/4 Sec. 1, Twp. 72, Rge. 4, W.6thM.



Owner : Elizabeth Alice McLaughlin

Certificate Of Title No. 84E210

Area Required : 0.972 Hectares

2.40 Acres

LEGEND

Survey monuments found shown thus : ●
Survey monuments planted shown thus : o
Portion referred to is outlined thus : ——
Scale : 1 : 5000

Certified Correct this 4th day of July, 1996.

ALBERTA LAND SURVEYOR

BETA SURVEYS LIMITED

3 - 5550 - 45th STREET, RED DEER, ALBERTA, T4N 1L1
PHONE 342 6203 FILE: 2634

P_IOP85.DWG

9720719S0 REGISTERED 1997 03 17
CAVE - CAVEAT
DOI 2 OF 3 DRET: 6407229 ADR/DANGERSU
LINC/S: 0021460981

2

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

192125274

ORDER NUMBER: 58828903

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ALBERTA RIGHT-OF-WAY AGREEMENT (PIPELINE)

THIS AGREEMENT (the "**Agreement**") made the 05 day of March 20 19

BETWEEN:

BONNIE LAVALLEY, EXECUTRIX FOR ELIZABETH ALICE MCLAUGHLIN of Bezanson, in the Province of Alberta
(the "**Grantor**")

and

PEMBINA PIPELINE CORPORATION
(the "**Grantee**")

(Grantor and Grantee collectively the "**parties**" and either one a "**party**")

WHEREAS the Grantor is the registered owner or entitled to become the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be noted upon the existing Certificate of Title in all of that certain tract of land situate, lying and being in the Province of Alberta, namely:

MERIDIAN 6 RANGE 4 TOWNSHIP 72
SECTION 1
QUARTER NORTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
0.806 OF A HECTARE (1.99 ACRES) MORE OR LESS FOR DITCH AND
0.004 OF A HECTARE (0.01 OF AN ACRE) MORE OR LESS FOR ACCESS
LAND BOTH AS SHOWN ON ROAD PLAN 5655JY
EXCEPTING THEREOUT ALL MINES AND MINERALS

as more particularly described in Certificate of Title No. **192060516+1**

(the "**Said Lands**");

NOW THEREFORE in consideration of the sum of **ONE DOLLAR ($1.00)** (the receipt and sufficiency of which is hereby acknowledged) paid to the Grantor by the Grantee and in consideration of the covenants hereinafter contained THE GRANTOR DOES HEREBY GRANT, CONVEY, TRANSFER, AND SET OVER, to and unto the Grantee, its successors, assigns, servants, agents, and contractors a right-of-way across, over, under, on or through the Said Lands for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction, and repair of a pipeline or pipelines including accessories and appurtenances (the "**Works**") and for any other purpose preparatory or incidental thereto, together with the right of ingress and egress for all purposes incidental to the grant. The right to construct more than one pipeline in the right-of-way hereby granted shall be limited to those pipelines which are constructed during one construction operation.

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

1. FILING PLAN OF SURVEY

The Grantee agrees that following the construction and installation of the Works, it will file at the appropriate Land Titles Office a Plan of Survey of the right-of-way **Twenty (20)** metres in width across the Said Lands, in substantially the same location as shown on a sketch plan initialed by the parties and attached to this Agreement. Upon filing the Plan of Survey at the appropriate Land Titles Office, the Grantee shall cause to be registered such documents as shall restrict this Agreement, and the rights granted herein, to the right-of-way shown upon the Plan of Survey.

2. ADDITIONAL PAYMENT

(a) Prior to entering the Said Lands for any purpose relating to the construction of the Works, other than for survey or inspection purposes, the Grantee shall pay an additional consideration to the Grantor calculated at the rate of [redacted] per acre of right-of-way as shown on the Plan of Survey which has been or will be filed.

(b) Provided however, if the Said Lands are not entered upon except for survey or inspection purposes or the additional consideration set out in Clause 2(a) has not been paid within Nine Hundred (900) days of the date of this Agreement, the Grantee shall pay to the Grantor the sum of [redacted] for all inconveniences, and this Agreement shall terminate.

3. PROTECTION OF RIGHT-OF-WAY

(a) Subject to Clause 18 (Quiet Enjoyment) and the following, the Grantor shall have the right to use and enjoy the right-of-way, provided that:

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

(A) The Grantor may not erect any permanent structures on the right-of-way without the written consent of the Grantee.

(B) The Grantor may not alter the physical condition of the right-of-way to diminish or add to the ground cover over the Works, or plant trees or other vegetation that may interfere with the Grantee's operation of the Works, without the written consent of the Grantee.

(b) The Grantor covenants and agrees to be liable to the Grantee for, and indemnify and save harmless the Grantee from and against, any and all liabilities, damages, costs, claims, suits or actions the Grantee may sustain, pay or incur as a result of or in connection with any use by the Grantor of the right-of-way.

(c) The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including, but not limited to, the right of clearing the said right-of-way, at any time, of any obstruction, including, but not limited to, debris, growth and chattel.

(d) The Grantee shall be responsible for and compensate the Grantor for reasonable additional costs incurred by the Grantor which may be caused by the existence of the Works and right-of-way in connection with the excavation, drilling, installation, erection, repair or construction for any permitted operation for agricultural purposes across, over or under, on or through the right-of-way. If the parties are unable to agree on the amount of compensation for such reasonable additional costs incurred by the Grantor as a direct result of the existence of the Works and the right-of-way, then the matter shall be referred to arbitration in accordance with Clause 13 (Dispute Resolution) hereof.

4. ACCESS

Access to the Said Lands is limited to the right-of-way itself. The use of additional work space or temporary access will be made in writing and agreed to in advance by way of a separate agreement. Notwithstanding the foregoing, in the event of an emergency or significant operational concern, the Grantor hereby grants to the Grantee a right of access over the Said Lands to reach the right-of-way, as determined necessary by the Grantee acting reasonably. The Grantee shall make reasonable efforts to gain consent from the Grantor in advance of any such access and not to unduly interfere with the activities of the Grantor on the Said Lands for the purposes of exercising its emergency access rights under this clause.

5. REMOVAL OF PROPERTY

Notwithstanding any rule of law or equity, the Works shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the Said Lands and shall at any time and from time to time be removable in whole or in part by the Grantee, provided however, that the Grantee may at its option, leave and abandon the Works in place.

6. DAMAGES

The Grantee shall pay compensation for any and all damage where such damage occurs as a direct result of the operations of the Grantee, its servants, agents or contractors, except to the extent that any such damage is caused by or attributable to any act of the Grantor which was in contravention of the Grantor's obligations under this Agreement.

7. LIABILITY

(a) The Grantee covenants and agrees to be liable to the Grantor for, and indemnify and save harmless the Grantor from and against, any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance or repairs of the Works other than as caused by or attributable to the wilful misconduct or gross negligence of the Grantor.

(b) In no event shall either party be liable to the other party for any consequential, incidental, punitive, exemplary or indirect damages, including, without limitation, any lost profits or business interruption damages that are of an indirect nature.

8. TOPSOIL

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

9. TAXES

The Grantee shall pay all rates and taxes that may be assessed and levied from time to time against its interest in the Said Lands and the Works, or in connection with its operations thereon. The Grantor or any person to whom the Grantor assigns any right to receive any payments hereunder (whether by direction to pay or otherwise) shall be and shall remain liable for all income taxes assessed against either of them in respect of such payment, without recourse to the Grantee.

10. ABOVE GROUND INSTALLATION

The Grantee shall, so far as may be practicable, locate any above ground installation in such a fashion as to provide a minimum of inconvenience to the Grantor.

11. ABANDONMENT AND DISCHARGE

Upon the discontinuance of the use of the said right-of-way and of the exercise of the right(s) hereby granted, the Grantee shall, in accordance with applicable regulations, restore the Said Lands to the same condition, so far as may be reasonably practicable to do so, as the Said Lands were prior to the entry thereon and the use thereof by the Grantee, provided that, notwithstanding the foregoing, the Grantee may, at its option, leave and abandon the Works in place. The Grantee agrees to withdraw and discharge any encumbrance registered in the Land Titles Office pertaining to the Agreement upon abandonment of the Works.

12. DISCHARGE OF ENCUMBRANCES

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

13. DISPUTE RESOLUTION

If the amount of compensation under Subclause 3(d) or Clause 6 of this Agreement cannot be agreed upon by the Grantor and the Grantee, the matter at issue shall be determined by the Surface Rights Board in accordance with the provisions of the surface rights legislation then in force in the Province of Alberta. If the provisions of the surface rights legislation do not permit resolution of the matter in issue, or the Surface Rights Board refuses to hear the matter, the matter in issue shall be referred to three (3) disinterested arbitrators, one (1) to be appointed by the Grantor, one (1) by the Grantee and the third by the two (2) arbitrators so appointed and the decision of any two (2) of the three (3) arbitrators shall be final and conclusive; provided that in all other aspects the provision of the dispute resolution legislation then in force in the Province of Alberta shall apply to each submission. In any event, the responsibility for the dispute resolution costs shall be determined by the appointed arbitrators. No right of action shall accrue to either the Grantor or the Grantee in respect of a dispute or difference hereunder until such dispute or difference has been decided upon by the Surface Rights Board or by arbitration as aforesaid.

14. DEFAULT

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

15. FORCE MAJEURE

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

16. ADDITIONAL TERMS

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

17. ASSIGNMENT

The rights, licences and privileges granted under this Agreement shall be deemed to be and are covenants running with the lands. All the covenants and conditions herein contained shall extend to, be binding upon, and enure to the benefit of the executors, administrators, successors, and assigns of the Grantor and the Grantee, respectively.

18. QUIET ENJOYMENT

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

19. NOTICES

All notices to be given herein shall be in writing. All notices to be given herein may be given personally, by letter addressed to the party to whom the notice is to be given, sent by facsimile or e-mail. Any such notice shall be deemed to be given to, and received by, the addressee the same day if given personally, ten (10) days after the mailing thereof, if mailed postage prepaid and within three (3) days if sent electronically.

Unless changed by written notice, the addresses of the parties shall be:

Grantee: **PO Box 22128 Bankers Hall, Calgary, Alberta T2P 4J5**

Grantor: [redacted]

20. PERSONAL INFORMATION CONSENT

By providing personal information to the Grantee, the Grantor consents to the Grantee's collection, use, retention, and disclosure of that information for any and all purposes and uses as permitted or contemplated under this Agreement and as needed to comply with any legal requirements.

21. NON-RESIDENT STATUS

The Grantor represents that he or she is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), and that if the Grantor's status for income tax purposes changes, the Grantor will promptly notify the Grantee in writing. Subsequent to such notification, any payment made by or on behalf of the Grantee to the Grantor under this Agreement will be made net of any deduction or withholding as required by the *Income Tax Act* (Canada) or any other applicable law.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta and the federal laws of Canada applicable therein.

23. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein, and the Grantor agrees that there are no representations affecting this Agreement other than as contained herein.

24. FURTHER ASSURANCES

Each party covenants and agrees to execute and deliver such further documents and instruments, to give such further assurances and to perform such acts as may reasonably be required by the other party in order to carry out the express purposes, intentions and provisions of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

SIGNED AND DELIVERED
by the above named Grantor in the presence of:

Witness: Jennifer Laverick

GRANTOR:

BONNIE LAVALLEY, EXECUTRIX FOR ELIZABETH ALICE MCLAUGHLIN

GRANTEE:
PEMBINA PIPELINE CORPORATION

Per:

Per:

DOWER CONSENT OF SPOUSE

I, _____ being married to _____ (Grantor) do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the *Dower Act,* to the extent necessary to give effect to the said disposition.

Spouse of Grantor

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

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

2. _____ acknowledged to me that she (or he):

   (a) is aware of the nature of the disposition.
   (b) is aware that the Dower Act, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.
   (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by the Dower Act, to the extent necessary to give effect to the said disposition.
   (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at _____, in the Province of Alberta, this ___ day of _____ A.D. 20 _____.

A Commissioner for Oaths in and for Alberta

DOWER AFFIDAVIT

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, **BONNIE LAVALLEY, EXECUTRIX FOR ELIZABETH ALICE MCLAUGHLIN** of Bezanson, in the Province of Alberta, make oath and say:

1. I/We am/are the Executrix of the Estate of **ELIZABETH ALICE MCLAUGHLIN.**
2. To the best of my knowledge, information and belief, the deceased was not married.

OR

~~To the best of my knowledge, information and belief, the spouse of the deceased married person is dead.~~

OR

~~To the best of my knowledge, information and belief, neither the deceased nor the spouse of the deceased have resided on the within mentioned land at any time since their marriage.~~

SWORN before me at Grande Prairie)
in the Province of Alberta, this 25 day of)
March A.D. 20 19.)
)
)
)

BONNIE LAVALLEY, EXECUTRIX FOR
ELIZABETH ALICE MCLAUGHLIN

JENNIFER LAVERICK
Barrister, Solicitor, Notary Public
and Commissioner for Oaths
in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF
ALBERTA
TO WIT:

I, Jennifer Laverick (Witness) of Grande Prairie in the Province of Alberta, ~~Land Agent~~ Solicitor (Occupation), make oath and say:

1. That I was personally present and did see **BONNIE LAVALLEY** named in the within instrument, who is (are) personally known to me to be the person(s) named therein, execute the same for the purposes named therein.
2. That the same was executed at Grande Prairie in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said **BONNIE LAVALLEY** and he (or she) is, (or they each are) in my belief, of the full age of eighteen years.

SWORN before me at Grande Prairie)
in the Province of Alberta, this 25 day of)
March A.D. 20 19.)
)
)
)

Lindsay Dawn Joiner
A Commissioner for Oaths
in and for Alberta
My Commission Expires March 27, 20 20

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY

I, (WE) **WHISKEY DELTA DIRT CO.**, of Dehalt, in the Province of Alberta, having an interest in the within lands by virtue of an Agreement or Instrument dated this Verbal Agmt of _____ A.D. 20____.

DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Agreement shall be fully bound by all the terms and conditions thereof both now and henceforth.

DATED at Gr. Prairie, in the Province of Alberta, this 1st day of April A.D. 20 19.

Witness

Brian Molendyk

WHISKEY DELTA DIRT CO.

Per: ERNIE WARKENTIN

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Brian Molendyk (Witness) of Gr. Prairie, in the Province of Alberta, **Land Agent** (Occupation), make oath and say:

1. That I was personally present and did see **WHISKEY DELTA DIRT CO.** named in the within instrument, who is (are) personally known to me to be the person(s) named therein, execute the same for the purposes named therein.
2. That the same was executed at Grande Prairie in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said **WHISKEY DELTA DIRT CO.** and he ~~(or she)~~ is, (~~or they each are~~) in my belief, of the full age of eighteen years.

SWORN before me at Grande Prairie)
in the Province of Alberta, this 12 day of)
April A.D. 20 19.)
)
)
)

A Commissioner for Oaths in and for Alberta

Brian Molendyk

Lindsay Dawn Joiner
A Commissioner for Oaths
In and for Alberta
My Commission Expires March 27, 2020

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Ernie Werkentin of Debolt, in the Province of Alberta, make oath and say:

1. I am an officer or a director of **WHISKEY DELTA DIRT CO.** 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 Grande Prairie)
in the Province of Alberta, this 11th day of)
April A.D. 20 19.)
)
)
)

A Commissioner for Oaths in and for Alberta

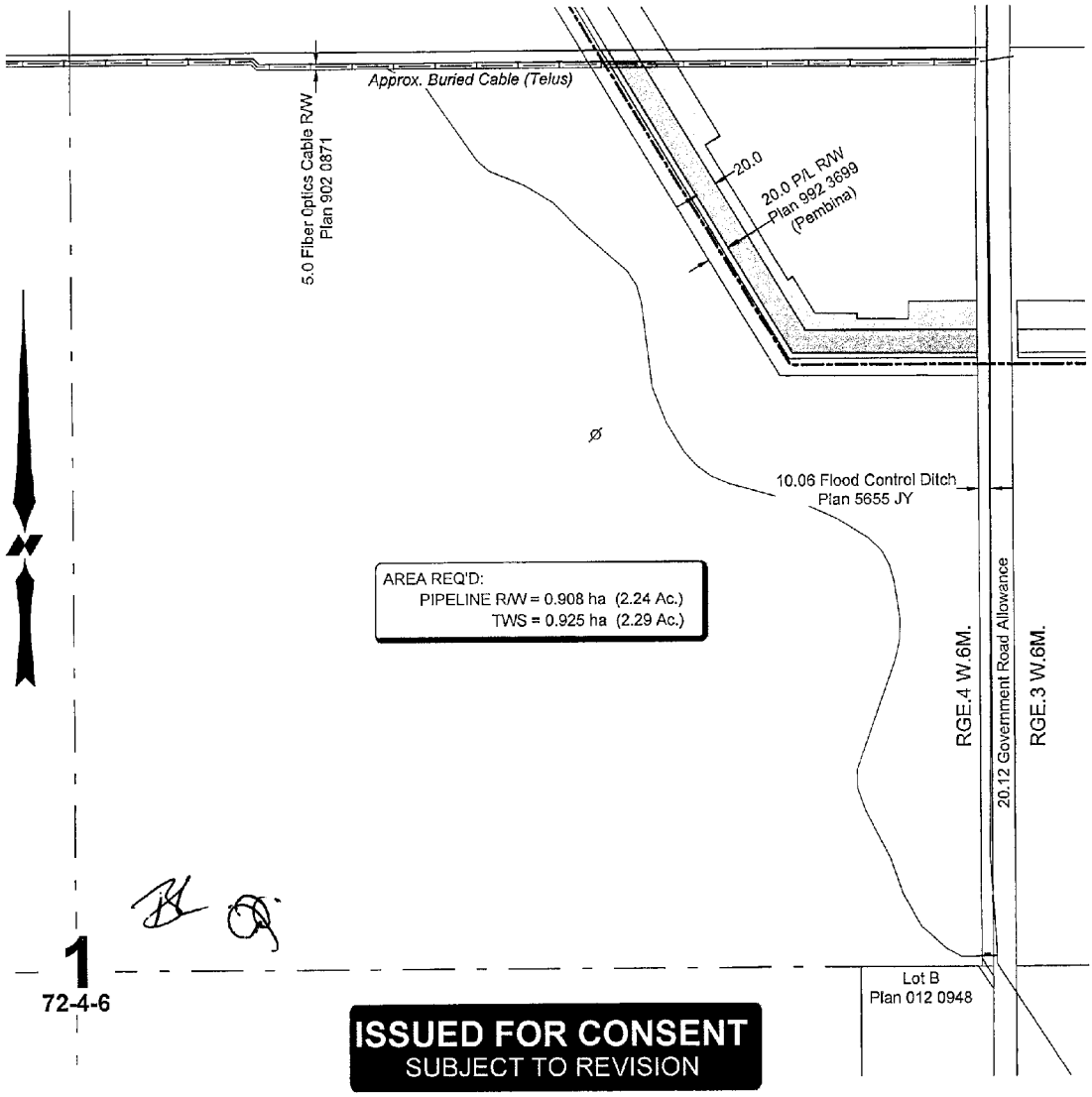
Brian Molendyk
A Commissioner of Oaths
In and for the Province of Alberta
My Commission Expires March 27, 2020

PEMBINA PIPELINE CORPORATION

INDIVIDUAL OWNERSHIP SKETCH PLAN

NE-1-72-4-W6M

County of Grande Prairie No. 1



ISSUED FOR CONSENT
SUBJECT TO REVISION

Title No.: 192 060 516 +1
Linc No.: 0021 462 981
Owner(s): BONNIE LAVALLEY
EXECUTRIX FOR ELIZABETH ALICE MCLAUGHLIN

Centerline Distance:	±450.8m
Pembina Tract No.:	84
Pembina Route ID:	6C

LEGEND

Portions referred to:
Temporary Work Area:

Distances are in metres and decimals.

Information from Third Parties. In the preparation of this drawing (digital and/or hard copy), McElhanney relied in good faith on information provided by Pembina and third parties and has assumed such information to be accurate, complete, reliable, non-fringing, and fit for the intended purpose without independent verification. McElhanney accepts no responsibility for any deficiency, misstatements or inaccuracy contained in this drawing (digital and/or hard copy) as a result of omissions or errors in information provided by Pembina or third parties.

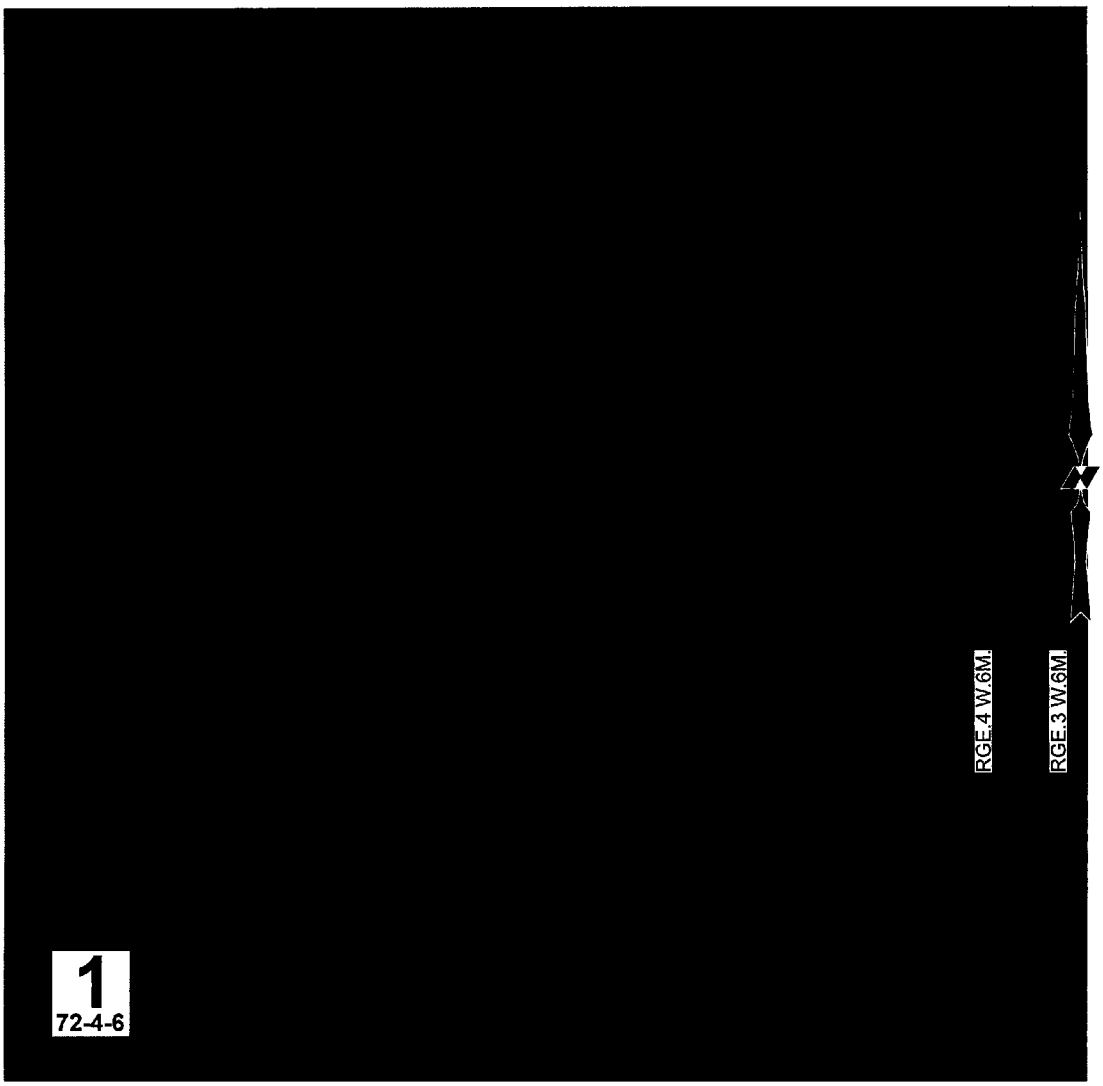
Underground Facilities. Information on underground facilities may not be complete or accurate. McElhanney, its employees and directors are not responsible nor liable for the location of any existing underground facilities, whether shown or omitted from this drawing in either its digital or printed form. Prior to construction, the contractor shall confirm the locations of all existing surface features, and shall expose the locations of underground facilities by hand digging or hydrovac, and will advise the engineer of any potential conflicts.

100 50 0 50 100 200
SCALE 1:5000

McElhanney
McElhanney Land Surveys (Alta.) Ltd.
100, 402-11th Ave. S.E.
Calgary, Alberta T2G 0Y4
T(403)245-4711 F(403)229-9160

REV. 4	Updated Title Information	22-Mar-2019	DRAF: DJF	CHK: GT
Plan ID: 0021462981-00116-724W6-IOS20	Pembina Doc. Control: -			Page 1 of 2

PEMBINA PIPELINE CORPORATION



AERIAL IMAGE DETAIL
Scale = 1:5000

ISSUED FOR CONSENT
SUBJECT TO REVISION



192125274 REGISTERED 2019 06 06
UTRW - UTILITY RIGHT OF WAY
DOC 1 OF 1 DRR#: A0AA297 ADR/CMICHETT
LINC/S: 0021462981

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0028 775 030	6;4;72;1;SE	192 130 205

LEGAL DESCRIPTION

THE SOUTH EAST QUARTER OF SECTION ONE (1)
TOWNSHIP SEVENTY TWO (72)
RANGE FOUR (4)
WEST OF THE SIXTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.
EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS	
A) ALL THAT PORTION COMMENCING AT A POINT ON THE SOUTH BOUNDARY OF THE SAID QUARTER SECTION 379.5 FEET WEST OF THE SOUTH EAST CORNER THEREOF, THENCE NORTHERLY AND PARALLEL TO THE EAST BOUNDARY OF THE SAID QUARTER SECTION 361.497 FEET, THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY THEREOF, 361.497 FEET, THENCE SOUTHERLY AND PARALLEL TO THE SAID EAST BOUNDARY TO THE SAID SOUTH BOUNDARY, THENCE EASTERLY AND ALONG THE SAID SOUTH BOUNDARY TO THE POINT OF COMMENCEMENT CONTAINING.....	1.21	3.00	
B) PLAN 5655JY - ROAD	0.004	0.01	DITCH
	0.008	0.02	ACCESS LANE
C) PLAN 1168RS - ROAD	0.360	0.89	
D) PLAN 8622630 - SUBDIVISION	4.047	10.00	
E) PLAN 0120948 - SUBDIVISION	4.94	12.21	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF GRANDE PRAIRIE NO. 1

REFERENCE NUMBER: 192 060 516

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
192 130 205	12/06/2019	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

505162 ALBERTA LTD.
OF C/O 11810-91B ST
GRANDE PRAIRIE
ALBERTA T8X 1J1

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
812 058 894	16/03/1981	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 "TAKES PRIORITY DATE OF CAVEAT 802054190" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 012029800)
812 246 517	16/10/1981	CAVEAT CAVEATOR - THE COUNTY OF GRANDE PRAIRIE NO. 1. "PART"
012 072 047	13/03/2001	CAVEAT RE : TRANSFER OF LAND CAVEATOR - THE COUNTY OF GRANDE PRAIRIE NO. 1. 8611 - 108 STREET, GRANDE PRAIRIE ALBERTA T8V4C5 AGENT - DOUG TOPINKA

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 29 DAY OF OCTOBER, 2026 AT 09:24 A.M.

ORDER NUMBER: 58789447

CUSTOMER FILE NUMBER: CLHBID

END OF CERTIFICATE

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

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

812058894

ORDER NUMBER: 58828903

ADVISORY

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DATED September 20 A.D. 19 79

ELIZABETH ALICE McLAUGHLIN -
EXECUTRIX OF THE ESTATE OF NEIL
EMERSON McLAUGHLIN (DECEASED)

TO

NORTHWESTERN UTILITIES LIMITED

RE

SE¼ 1-72-4-W6

REGISTER SIMULTANEOUSLY

Certificate of Title 243-F-239

EASEMENT

81205894

2-2

9716 - 100 Avenue
GRANDE PRAIRIE, Alberta
T8V 0T4

MAR 19 '81

NORTHWESTERN UTILITIES LIMITED
10010 - 104 STREET
EDMONTON ALBERTA

BEAR CREEK

MG-B1-016-194

EASEMENT

MADE the 20 day of September A.D. 1979

BETWEEN: ELIZABETH ALICE McLAUGHLIN - EXECUTRIX OF THE ESTATE OF NEIL EMERSON McLAUGHLIN (DECEASED)

of GRANDE PRAIRIE in the Province of Alberta,
(hereinafter called "the Grantor")

- and -

NORTHWESTERN UTILITIES LIMITED, a body corporate, having its head office at the City of Edmonton, in the Province of Alberta,
(hereinafter called "the Grantee")

WHEREAS the Grantor is the owner of all that certain piece or parcel of land lying and being in the Province of Alberta, and more particularly described as follows:

THE SOUTH EAST QUARTER OF SECTION ONE (1)
TOWNSHIP SEVENTY TWO (72)
RANGE FOUR (4)
WEST OF THE SIXTH MERIDIAN,
CONTAINING 64.7 HECTARES (160 ACRES), MORE OR LESS.

EXCEPGING THEREOUT: (A) ALL THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH BOUNDARY OF THE SAID QUARTER SECTION THREE HUNDRED AND SEVENTY NINE AND FIVE TENTHS (379.5) FEET, WEST OF THE SOUTH EAST CORNER THEREOF, THENCE NORTHERLY AND PARALLEL TO THE EAST BOUNDARY OF THE SAID QUARTER SECTION THREE HUNDRED AND SIXTY ONE AND FOUR HUNDRED AND NINETY SEVEN THOUSANDTHS (361.497) FEET, THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY THEREOF, THREE HUNDRED AND SIXTY ONE AND FOUR HUNDRED AND NINETY SEVEN THOUSANDTHS (361.497) FEET, THENCE SOUTHERLY AND PARALLEL TO THE SAID EAST BOUNDARY TO THE SAID SOUTH BOUNDARY THENCE EASTERLY AND ALONG THE SAID SOUTH BOUNDARY TO THE POINT OF COMMENCEMENT, CONTAINING 1.21 HECTARES (3 ACRES), MORE OR LESS. (B) .004 HECTARES (0.01 OF AN ACRE), MORE OR LESS FOR DITCH AND .008 HECTARES (0.02 OF AN ACRE), MORE OR LESS FOR ACCESS LANE BOTH AS SHOWN ON ROAD PLAN 5655 J.Y. (C) .360 HECTARES (0.89 OF AN ACRE), MORE OR LESS AS SHOWN ON ROAD PLAN 1168 R.S.

EXCEPTING THEREOUT ALL MINES AND MINERALS.

being lands described in Certificate of Title No. 243-F-239

(hereinafter referred to as "the said land")

AND WHEREAS the Grantee desires to construct, maintain, operate, repair and/or replace and renew a gas pipeline or pipelines and appurtenances necessarily incidental thereto, over, across, under and through a portion of the said land;

AND WHEREAS the Grantor has agreed to grant an exclusive easement, over, across, under and through a portion of said land for the purposes aforesaid;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of

------ONE DOLLAR---------- ($ 1.00) paid by the Grantee to the Grantor (the receipt whereof the Grantor doth hereby acknowledge) and of the covenants, conditions and stipulations herein contained the Grantor does hereby grant to the Grantee an exclusive easement, over, across, under and through all that portion of the said land required for gas pipeline right of way described as follows:

FIRSTLY: ALL THAT PORTION OF THE SAID LAND WHICH LIES EAST OF A LINE DRAWN PARALLEL TO THE EAST BOUNDARY THEREOF AND (9) METRES PERPENDICULARLY DISTANT WESTERLY THEREFROM.
SECONDLY: ALL THAT PORTION OF THE SAID LAND WHICH LIES BETWEEN TWO LINES DRAWN PARALLEL TO THE SOUTH BOUNDARY THEREOF AND (9) METRES AND (18) METRES RESPECTIVELY PERPENDICULARLY DISTANT NORTHERLY THEREFROM AND WHICH LIES WEST OF A LINE DRAWN PARALLEL TO THE WEST BOUNDARY THEREOF AND (587) METRES PERPENDICULARLY DISTANT EASTERLY THEREFROM.
THIRDLY: THE MOST SOUTHERLY (9) METRES IN PERPENDICULAR WIDTH THROUGHOUT OF THE MOST WESTERLY (15) METRES IN PERPENDICULAR WIDTH THROUGHOUT OF THE SAID LAND.
FOURTHLY: ALL THAT PORTION OF THE SAID LAND WHICH LIES BETWEEN TWO LINES DRAWN PARALLEL TO THE WEST BOUNDARY THEREOF AND (396) METRES AND (405) METRES RESPECTIVELY PERPENDICULARLY DISTANT EASTERLY THEREFROM AND WHICH LIES SOUTH OF A LINE DRAWN PARALLEL TO THE SOUTH BOUNDARY THEREOF AND (9) METRES PERPENDICULARLY DISTANT NORTHERLY THEREFROM.
FIFTHLY: ALL THAT PORTION OF THE SAID LAND WHICH LIES BETWEEN TWO LINES DRAWN PARALLEL TO THE WEST BOUNDARY THEREOF AND (578) METRES AND (587) METRES RESPECTIVELY PERPENDICULARLY DISTANT EASTERLY THEREFROM AND WHICH LIES SOUTH OF A LINE DRAWN PARALLEL TO THE SOUTH BOUNDARY THEREOF AND (125) METRES PERPENDICULARLY DISTANT NORTHERLY THEREFROM.
SIXTHLY: ALL THAT PORTION OF THE SAID LAND WHICH LIES BETWEEN TWO LINES DRAWN PARALLEL TO THE SOUTH BOUNDARY THEREOF AND (110) METRES AND (125) METRES RESPECTIVELY PERPENDICULARLY DISTANT NORTHERLY THEREFROM AND WHICH LIES EAST OF A LINE DRAWN PARALLEL TO THE EAST BOUNDARY THEREOF AND (217) METRES PERPENDICULARLY DISTANT WESTERLY THEREFROM.

ATTACHED TO AND FORMING PART OF THIS DOCUMENT

claiming by, through, under or in trust for them or any person or persons whatsoever.

(d) That the Grantor will not grant to any person, firm or corporation, other than the Grantee any easement, license or right of entry to or affecting the strip of land without the consent of of the Grantee first had and obtained in writing. For the purposes of this paragraph the Grantor shall give to the Grantee at its office at the City of Edmonton, aforesaid, at least seven (7) days notice in writing of his intention to grant such an easement, license or right of entry setting forth in his notice the firm or person to whom the said right is to be granted and the nature of same.

(e) The Grantor acknowledges that in the event natural gas service is required that such service will not be available until the applicant for service re-pays the amount paid as consideration for this easement plus the contribution payable by applicants and the cost of service lines.

2. The Grantee covenants and agrees with the Grantor:

(a) That it will lay down, take up, relay, erect, connect, disconnect, maintain, and operate the said pipeline or pipelines in proper and workmanlike manner in accordance with good engineering practice.

hereinafter referred to as "the strip of land", for the purpose of putting down, taking up, relaying, connecting, disconnecting, erecting, repairing, maintaining and operating a gas pipeline or pipelines and appurtenances necessarily incidental thereto from the day of this agreement and for such longer period as the Grantee shall require the said pipeline or pipelines for the conveyance of gas, subject only to the following terms and conditions, namely;

1. The Grantor covenants and agrees with the Grantee:

(a) That upon execution of these presents and at all times thereafter, the Grantee, or any person, firm or corporation, acting on its behalf, may enter upon and occupy the strip of land with its or their agents, servants, workmen, and contractors, ~~and with or without horses,~~ wagons, vehicles, machinery and equipment for the purposes aforesaid.

(b) That he will not erect any buildings or structures upon, over, or under the strip of land without the consent of the Grantee.

(c) That the Grantee performing and observing the covenants and conditions herein contained shall peaceably hold and enjoy all the rights, privileges, liberties, and covenants hereby granted without any hindrance and interruptions from the Grantor or any person or persons claiming by, through, under or in trust for them or any person or persons whatsoever.

(d) That the Grantor will not grant to any person, firm or corporation, other than the Grantee any easement, license or right of entry to or affecting the strip of land without the consent of of the Grantee first had and obtained in writing. For the purposes of this paragraph the Grantor shall give to the Grantee at its office at the City of Edmonton, aforesaid, at least seven (7) days notice in writing of his intention to grant such an easement, license or right of entry setting forth in his notice the firm or person to whom the said right is to be granted and the nature of same.

(e) The Grantor acknowledges that in the event natural gas service is required that such service will not be available until the applicant for service re-pays the amount paid as consideration for this easement plus the contribution payable by applicants and the cost of service lines.

2. The Grantee covenants and agrees with the Grantor:

(a) That it will lay down, take up, relay, erect, connect, disconnect, maintain, and operate the said pipeline or pipelines in proper and workmanlike manner in accordance with good engineering practice.

(b) That where practicable, after the installation of any pipeline or pipelines it will level off the area affected by the said installation.

(c) That it will not fence the strip of land excepting those portions upon which appurtenances necessarily incidental to the operation of the said pipeline or pipelines are situated and which the Grantee deems to require the protection of fencing. If any time hereafter it shall be necessary for the Grantee, or any person, firm or corporation acting on its behalf, to move fences adjoining the strip of land for the purposes of installing or repairing the said pipeline or pipelines or otherwise, it will replace the said fences in the same position and in as good condition as the same were in prior to their being moved.

(d) That it will make compensation to the Grantor for any and all damage that may be done to any building, fences, growing crops, MACHINERY, or animals belonging to the Grantor and arising out of or by reason of, or in the course of construction, maintenance, operation, and repair, and/or replacement and renewal of the said pipeline or pipelines and appurtenances necessarily incidental thereto, PROVIDED THAT the Grantee shall not be liable for any damage caused through interference by anyone other than the Grantee, its officers, agents or employees, or persons acting under the authority of the Grantee, with any pipeline or pipelines or works of the Grantee laid or constructed on the strip of land.

(e) That the Grantor shall have the right to farm the strip of land and shall have a right of ingress and egress over the same, but not so as to interfere in any manner with the use and occupation thereof by the Grantee.

(f) That nothing herein contained shall be deemed to vest in the Grantee any right, title or interest in any mines or minerals in and under the strip of land, except only the parts thereof that are necessary to be dug, carried away, or used in the construction, maintenance, or repair of the pipeline or pipelines or works of the Grantee.

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

ATTACHED TO AND FORMING PART OF THIS DOCUMENT

parties hereto so require.

(c) That this agreement and the covenants herein contained are and shall be covenants running with the land.

(b) That where practicable, after the installation of any pipeline or pipelines it will level off the area affected by the said installation.

(c) That it will not fence the strip of land excepting those portions upon which appurtenances necessarily incidental to the operation of the said pipeline or pipelines are situated and which the Grantee deems to require the protection of fencing. If any time hereafter it shall be necessary for the Grantee, or any person, firm or corporation acting on its behalf, to move fences adjoining the strip of land for the purposes of installing or repairing the said pipeline or pipelines or otherwise, it will replace the said fences in the same position and in as good condition as the same were in prior to their being moved.

(d) That it will make compensation to the Grantor for any and all damage that may be done to any building, fences, growing crops, MACHINERY, or animals belonging to the Grantor and arising out of or by reason of, or in the course of construction, maintenance, operation, and repair, and/or replacement and renewal of the said pipeline or pipelines and appurtenances necessarily incidental thereto, PROVIDED THAT the Grantee shall not be liable for any damage caused through interference by anyone other than the Grantee, its officers, agents or employees, or persons acting under the authority of the Grantee, with any pipeline or pipelines or works of the Grantee laid or constructed on the strip of land.

(e) That the Grantor shall have the right to farm the strip of land and shall have a right of ingress and egress over the same, but not so as to interfere in any manner with the use and occupation thereof by the Grantee.

3. The Grantor and Grantee mutually covenant and agree with each other:

(a) That this agreement shall enure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

(b) That wherever the singular or the masculine pronouns are used throughout this agreement, the same shall be construed as meaning the plural, the feminine, or the neuter, where the context or the parties hereto so require.

(c) That this agreement and the covenants herein contained are and shall be covenants running with the land.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal and the Grantee has caused its corporate seal to be affixed, authenticated by the signature of its proper officers, the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the Said Grantor)
in the presence of)

ELIZABETH ALICE McLAUGHLIN - EXECUTRIX OF THE
ESTATE OF NEIL EMERSON McLAUGHLIN (DECEASED)

NORTHWESTERN UTILITIES LIMITED

Per: _____
Secretary

_____
Land and Claims Supervisor

AFFIDAVITS REQUIRED UNDER "THE DOWER ACT" AND AMENDEMENTS THERETO

CONSENT OF SPOUSE

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

_____
Signature of Spouse

CERTIFICATE OF ACKNOWLEDGEMENT OF SPOUSE

1. This document was acknowledge 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, 1948, given 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 the other dower rights in the homestead given to her (him) by the Dower Act, 1948, to the extent necessary to give effect to the said disposition (or agreement);
   (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (his wife).

DATED at _____ in the Province of _____
this _____ day of _____ A.D. 19_____.

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

I, ELIZABETH ALICE McLAUGHLIN of GRANDE PRAIRIE
In the Province of ALBERTA (Occupation) make oath and say :

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

2. That I am (my principal is) not married.

OR

~~That neither myself nor my spouse has resided on the within mentioned land at any time since our (their) marriage.~~

SWORN before me at Grande Prairie
in the Province of Alberta
this 28 day of July A.D. 1980 Elizabeth Alice McLaughlin

J. W. M. McGUIRE
A Commissioner for Oaths

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, J.W.M. McGuire
of Morinville
make oath and say:

1. THAT I was personally present and did see ELIZABETH ALICE McLAUGHLIN 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 Grande Prairie in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said ELIZABETH ALICE McLAUGHLIN and he, she is (they are) in my belief of the full age of eighteen years.

SWORN before me at Edmonton
in the Province of Alberta, this 5 day of August A.D. 19 80. Jwm McGuire

L.R. Liepert
A Commissioner for Oaths in and for
the Province of Alberta

L. R. LIEPERT

Form G

(Section 22)

AFFIDAVIT OF EXECUTOR OR ADMINISTRATOR

I, ELIZABETH ALICE McLAUGHLIN of GRANDE PRAIRIE in the Province of Alberta, _____, MAKE OATH AND SAY:
Occupation

1. THAT I am the executor ~~(or administrator)~~ of the estate of NEIL EMERSON McLAUGHLIN.

2. ~~THAT to the best of my knowledge, information and belief, the deceased~~ was not married.

OR

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

OR

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

OR

THAT a judgment for damages was obtained against the deceased by his spouse and registered in the Land Titles Office as No. _____ dated the _____ day of _____ A.D. 19 ___.

OR

THAT the homestead of the deceased consists of land other than the within mentioned land as determined by the election of the spouse (or the order of the judge) dated the _____ day of _____, A.D. 19 ___, and registered in the Land Titles Office as No. _____, dated the _____ day of _____ A.D. 19 ___.

SWORN before me at the City of Grande Prairie, in the Province of Alberta this 28 day of July, A.D. 19 80

Elizabeth Alice McLaughlin

J. W. M. McGUIRE
A Commissioner for Oaths in and for the Province of Alberta

A Notary Public in and for the Province of _____,

(as the case may be)

AFFIDAVIT OF EXECUTOR OR ADMINISTRATOR

RE: INFANTS

I, ELIZABETH ALICE McLAUGHLIN of the City of GRANDE PRAIRIE, in the Province of Alberta, _____, MAKE OATH AND SAY:
Occupation

1. THAT I am the executor (or administrator) of the estate of NEIL EMERSON McLAUGHLIN, deceased.

2. THAT to the best of my knowledge, information and belief, there are no infants who are interested in the estate of the deceased owner, nor were there any infants interested in the estate of the deceased owner at the time of his (her) death.

SWORN before me at the City of Grande Prairie in the Province of Alberta this 28 day of July, A.D. 19 80.

Elizabeth Alice McLaughlin

J. W. M. McGUIRE
A Commissioner for Oaths in and for the Province of Alberta

A Notary Public in and for the Province of _____,

(as the case may be)

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

812246517

ORDER NUMBER: 58789912

ADVISORY

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

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, John McGowan, County Manager, County of Grande Prairie No. 1
of the City of Grande Prairie
in the Province of Alberta,

make oath and say:

1. THAT I am agent for the above-named Caveator.

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

SWORN before me at the City of Grande Prairie in the Province of Alberta this 28th day of September ; A.D. 19 81 .

John McGowan, County Manager
County of Grande Prairie NO. 1.

MONA MIDDLETON
A COMMISSIONER FOR OATHS
EXPIRY DATE OCT. 15 82

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

812246517

DATED Oct 16 '81 A.D. 19

Caveat

Caveat

TO THE REGISTRAR OF NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that I,T, COUNTY OF GRANDE PRAIRIE NO. 1
(Insert name and *addition of caveator)

of 8611-108 St., Grande Prairie in the Province of Alberta,

claim (specify the estate or interest claimed) an interest under and by virtue of an agreement, between the County of Grande Prairie No. 1 and Elizabeth A. McLaughlin, dated the 21 day of August, A.D. 1981, wherein the said landowner agreed to sell to the County part of the said lands at and for the price of $ 193.79 for the purpose of road widening.

in those lands legally described as:

Sixteen and one half feet (16.5')wide, parallel and continuous along the south boundary of the South East Quarter of Section One (1), Township Seventy Two (72), Range Four (4), West of the Sixth Meridian.
EXCEPTING THEREOUT ALL MINES AND MINERALS.

being lands described in Certificate of Title, 812 047 642 standing in the register in the name of Elizabeth A. McLaughlin and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to my claim.

I APPOINT County of Grande Prairie No. 1 in the Province of Alberta, as the place at which at Grande Prairie, notices and proceedings relating hereto may be served.

DATED this 28th day of September A.D. 19 81

Signature of the Caveator or his Agent

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, John McGowan, County Manager
of the County of Grande Prairie No. 1
in the Province of Alberta,
make oath and say:

1. THAT I am the within-named Caveator.

2. THAT I believe that I have a good and valid claim upon the said lands and I say this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN before me at the of
In the Province of Alberta
this day of A.D. 19

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

(*addition is defined as something attached to a man's name to show his rank, occupation, or place of residence, or otherwise to distinguish him.)

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

012072047

ORDER NUMBER: 58789912

ADVISORY

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CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT TAKE NOTICE that the COUNTY OF GRANDE PRAIRIE NO. 1 of Grande Prairie, in the Province of Alberta, claim an interest under and by virtue of an agreement between the County of Grande Prairie No. 1 and **ELIZABETH ALICE MCLAUGHLIN** dated the 22ND day of January, A.D., 2001, wherein the said landowner agrees to sell to the County part of the said lands at and for the price of $ 500.00 for the purpose of road widening

THE SOUTH EAST QUARTER OF SECTION ONE (1)
TOWNSHIP SEVENTY TWO (72)
RANGE FOUR (4)
WEST OF THE SIXTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

(A) ALL THAT PORTION DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTH BOUNDARY OF THE SAID QUARTER SECTION THREE HUNDRED AND SEVENTY NINE AND FIVE TENTHS (379.5) FEET, WEST OF THE SOUTH EAST CORNER THEREOF. THENCE NORTHERLY AND PARALLEL TO THE EAST BOUNDARY OF THE SAID QUARTER SECTION THREE HUNDRED AND SIXTY ONE AND FOUR HUNDRED AND NINETY SEVEN THOUSANDTHS (361.497) FEET, THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY THEREOF, THREE HUNDRED AND SIXTY ONE AND FOUR HUNDRED AND NINETY SEVEN THOUSANDTHS (361.497) FEET, THENCE SOUTHERLY AND PARALLEL TO THE SAID EAST BOUNDARY TO THE SAID EAST BOUNDARY TO THE SAID SOUTH BOUNDARY, THENCE EASTERLY AND ALONG THE SAID SOUTH BOUNDARY TO THE POINT OF COMMENCEMENT, CONTAINING 1.21 HECTARES (3 ACRES) MORE OR LESS.

(B) 0.004 HECTARES (0.01 OF AN ACRE) MORE OR LESS FOR DITCH AND 0.008 HECTARES (0.02 OF AN ACRE) MORE OR LESS FOR ACCESS LAND BOTH AS SHOWN ON ROAD PLAN 5655JY.

(C) 0.360 HECTARES (0.89 OF AN ACRE) MORE OR LESS AS SHOWN ON ROAD PLAN 1168RS.

(D) 4.047 HECTARES (10.00 ACRES) MORE OR LESS SUBDIVIDED UNDER PLAN 8622630
EXCEPTING THEREOUT ALL MINES AND MINERALS

described as follows:

THE **SOUTHERLY** 5.029 METRES (16.5 FEET) IN PERPENDICULAR WIDTH OF THE QUARTER SECTION

being lands standing in the register in the name of **ELIZABETH ALICE MCLAUGHLIN** and I forbid the registration of any person as transferee or owner of or of any instrument affecting the said estate or interest, unless the instruction or certificate of title, as the case may be, is expressed to be subject to my claim

I APPOINT the County of Grande Prairie No. 1 at 8611 - 108 Street, Grande Prairie, in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED at Grande Prairie, in the Province of Alberta, this 23rd day of January, A D. 2001.

Signature of Caveator or his Agent

CANADA
Province of Alberta
TO WIT:

) I, Doug Topinka, of the City of Grande
) Prairie, in the Province of Alberta,
) MAKE OATH TO SAY:

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

SWORN before me at the City of Grande Prairie in the Province of Alberta this 23rd day of January, A D. 2001.

COUNTY ADMINISTRATOR
COUNTY OF GRANDE PRAIRIE #1

A Commissioner for Oaths in and for the Province of Alberta

DIANNE E. NELLIS
A Notary Public in and for the Province of Alberta
My Commission Expires [illegible] 2001

ACQUISITION OF LAND FOR ROAD WIDENING

COUNTY OF GRANDE PRAIRIE #1

Witnesseth:

That ELIZABETH ALICE MCLAUGHLIN of 9716 RICHMOND AVENUE, GRANDE PRAIRIE, ALBERTA being the owner(s) of the land designated below, or entitled to become the owner, as the case may be, for the following rate of compensation:

Five Hundred Dollars ($500.00) per acre

for the land which is being taken, as hereinafter calculated, do hereby for myself, my heirs, executors, administrators and assigns, grant the County of Grande Prairie No. 1 the right to enter by their surveyors, workers or agents upon the following lands, viz.

SECTION	TOWNSHIP	RANGE	MERIDIAN	ASSESS ACRE VALUE	RATE X ACCESS	TOTAL
SE 1	72	4	W6M		$500.00 X 1 ACRE	$500.00

for the purpose of the survey of a road upon or across the said land and also to make and construct such road and to take upon said land for that purpose all such workers, tractors, implements and machinery as may be necessary. And I agree to assign, transfer, convey and/or quit claim to the said County of Grande Prairie all that portion of land described as follows:

THE SOUTHERLY 5.029 METERS (16.5 FEET) IN PERPENDICULAR WIDTH OF THE QUARTER SECTION,
boundary of the above described land(s) and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Land Registration District by or in conjunction with the County of Grande Prairie No. 1.

That full purchase price is the amount of $500.00 based on an estimated acreage of ONE (1) acres.

That I acknowledge that the aforesaid purchase price is in full settlement for land required and all damages hereto arising from the construction of the said road, with me being responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the land taken from the above described property and the assessment change recorded on the County of Grande Prairie No. 1 property tax roll.

That I do further agree and acknowledge the right of the County of Grande Prairie No. 1 to protect its interest under the terms of this Agreement by registering a Caveat against the above described lands.

That I agree that the payment for the subject lands will be made by the County at such time as the lands shall be actually taken for road widening, to the registered owner of the said land at that time.

That I do hereby undertake and agree to quit claim and transfer to the County, and to deliver up to its full possession of the said lands and premises at such date as shall be indicated by the County

subsequent to survey of the property.

That I do hereby bind to this Agreement my heirs, executors, administrators, successors and assigns.

In witness whereof I hereby declare that I am the owner, or entitled to become the owner of the above described land, and I have hereunto subscribed my name this 22nd day of January, A.D. 20 01.

Witness

Elizabeth McLaughlin

Witness

AFFIDAVIT OF EXECUTION FOR WITNESS

CANADA)
PROVINCE OF ALBERTA) I Audra McKinley of the Hamlet
TO WIT:) La Glace in the Province of Alberta
) MAKE OATH AND SAY:

1. That I was personally present and did see Elizabeth McLaughlin who is personally known to me to be the person(s) named herein, duly sign and execute the same for the purpose(s) named therein.

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

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

SWORN BEFORE ME AT Grande Prairie)
IN THE PROVINCE OF ALBERTA, THIS 22nd)
DAY OF January A.D. 20 01)

COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

CARRIE SAUDER
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires July 13, 2003