

AGREEMENT FOR RIGHT-OF-WAY AND EASEMENT

TRANSGAS LIMITED

SASKATCHEWAN

I/We, _____ of _____ in the Province of Saskatchewan (hereinafter called the "Grantor"), being registered as owner of an estate in fee simple in all that certain tract of land situate in the Province of Saskatchewan and being composed of:

**The Quarter of Section ,
Township ,
Range ,
West of the Meridian, Saskatchewan
Extension
Surface Parcel #
as more particularly described in Title No.**

(hereinafter called "the said lands")

IN CONSIDERATION OF the sum of ----- **xx/100** (\$ _____) **Dollars** of lawful money of Canada now paid to the Grantor or to a person designated by the Grantor (the receipt whereof is hereby acknowledged) by TRANSGAS LIMITED, a Corporation incorporated under the laws of the Province of Saskatchewan and having its head office at the City of Regina, in the Province of Saskatchewan (hereinafter called the "Grantee"), and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Grantee.

DO HEREBY GRANT, TRANSFER AND CONVEY to the Grantee, for itself, its servants, agents and contractors the right, licence and easement on, over, under and through the said lands for the laying down, construction, operation, maintenance, inspection, patrolling (including aerial patrol), alteration, removal, replacement, reconstruction and repair of one or more pipelines (including without limitation, any further or additional pipelines that TransGas determines, in its sole discretion, to place within the easement described herein for the purposes of looping the pipeline or pipelines or otherwise), together with all the works, apparatus and equipment of the Grantee useful in connection with or incidental to its undertaking, including, but without limiting the generality of the foregoing, all such pumping stations, structures, valves, fittings, communication systems, meters, structures and other equipment, apparatus and appurtenances as may be necessary or convenient for the carriage, conveyance, transportation, storage and handling of natural, artificial or manufactured gas and oil and other gaseous or liquid hydrocarbons and any product or by-product thereof, as well as other gaseous, liquid or solid substances which the Grantee or anyone claiming hereunder through the Grantee now or hereafter may be authorized to carry, convey, transport and handle through its pipelines, together with the right of ingress to and egress from over, across and through the said lands for its servants and agents and its and their vehicles, supplies and equipment for all purposes useful or convenient or incidental to the exercise and enjoyment of the right, licence and easement herein granted. In the event that the said lands are subdivided, the Grantee may, in its discretion, construct a physical barrier or demarcation (including but not limited to fences, pylons, stakes or boundary markers) around the easement area in order to prevent unauthorized encroachments of the Grantee's pipeline(s), facilities and/or works.

The said right, licence and easement is granted herein as and from the date hereof and for so long thereafter as the Grantee desires to exercise the same on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee:

1. (a) within three years from the time when the Grantee shall have obtained all necessary authority to begin construction of a pipeline upon the said lands, the Grantee will cause to be filed and registered with Information Services Corporation a plan of a strip of land over and across the said lands of approximately _____ meters in width as shown outlined on the plan (the said strip of land shown on the plan being hereinafter called "the right-of-way");

- (b) the said plan shall be based on a survey in accordance with all statutory requirements relating thereto and such plan shall in all respects thereafter establish and define the right-of-way;
- (c) and upon registration of the said plan at Information Services Corporation, the portion of the said lands remaining outside the right-of-way shall thereupon no longer be subject to the right, licence and easement hereby granted and, if requested by the Grantor, and provided there are no encumbrances registered against said lands subsequent to the within easement, the Grantee will give an appropriate release of the said lands remaining outside the right-of-way.
2. In the event the Grantee shall not have caused to be filed and registered the said plan of the right-of-way within two years from the time when the Grantee shall have obtained all necessary authority to begin construction of a pipeline upon the said lands, then this easement and the right-of-way and licence hereby granted shall at the option of the Grantor be terminated, and the Grantee agrees upon exercise of the said option to execute and file in Information Services Corporation a full release or discharge of its rights and interests in the said lands of the Grantor under this instrument. The said option shall be exercisable by the Grantor by providing written notice to the Grantee. In the event the said plan of right-of-way is filed and registered at any time before the said option is exercised, the said option shall expire and be of no further force and effect.
 3. If the said lands are not entered upon, except for survey purposes, within three years of the date of this agreement, the consideration sum of ~~---- One Thousand ----~~ ~~xx/100~~ **(\$1,000.00)** Dollars of lawful money of Canada now paid by the Grantee to the Grantor shall be for all inconveniences associated with this agreement, and the said right-of-way and easement shall, at the option of the Grantor, be terminable in accordance with clause (2). However, should the Grantee enter the said lands to construct this pipeline or should the Grantee cause a plan of survey to be filed and registered within the three year period, then the Grantee shall pay to Grantor the Right-of-Way Compensation less the amount previously paid upon signing this agreement. Upon paying such amounts, the Grantee shall have full right on the said lands pursuant to the terms of this agreement.
 4. The Grantor shall have the right fully to use and enjoy the said lands except as may be necessary for the purposes herein granted to the Grantee provided, however, that the Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected on, over, under or through the right-of-way any pit, well, foundation, pavement, building or other structure or installation.
 5. The Grantee will compensate the Grantor for damage done to any crops, livestock, grains, irrigation ditches, buildings, fences, culverts, bridges and lanes on the said lands by reason of the exercise of the rights herein granted.
 6. The Grantee agrees to indemnify the Grantor from all liabilities, damages, claims, suits and actions arising out of the operations of the Grantee, other than liabilities, damages, claims, suits and actions resulting from negligence or willful misconduct of the Grantor.
 7. The Grantee will as soon as weather and soil conditions permit and insofar as it is practicable to do so, bury all line pipe so as not to interfere unreasonably with the drainage or ordinary cultivation of the right-of-way.
 8. Notwithstanding that in constructing, maintaining and operating its pipelines the Grantee may from time to time install pipe and other equipment and appurtenances in, on or under the said lands in such manner that it or they become affixed to the realty, the title to such pipe and other equipment and appurtenances shall nevertheless remain in the Grantee and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors and assigns. Upon the discontinuance of the use of the right-of-way and of the exercise of the rights hereby granted, the Grantee 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 the Grantee but may, if it so elects, leave pipe, equipment and appurtenances buried underground, in which event the title thereto shall cease to be in the Grantee but shall merge with the realty.
 9. Cost of abandonment and reclamation of a pipeline are the responsibility of the Grantee. Abandonment and reclamation of a pipeline, or discharge of the Grantee's easement, shall not relieve Grantee from the responsibility to undertake further abandonment and reclamation work, where necessary as a result of the pipeline or activities of the Grantee on the right-of-way, or from responsibility for the cost of doing that work. In this paragraph,

abandonment means abandonment in accordance with *The Pipelines Act, 1998*, as amended or replaced from time to time, or successor legislation. Reclamation shall include decontaminating, excavating, removing, sequestering, encapsulating, immobilizing, attenuating, degrading, processing or treating any contaminants in the soil or water in a reasonable manner consistent with industry standards so that the contaminants are no longer deemed to pose a threat or risk to human health, public safety, property or the environment and re-contouring, landscaping, replacing or replenishing the topsoil and re-vegetating the surface of the soil so that it is compatible with its surroundings.

10. Nothing herein contained shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the said lands, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the works of the Grantee.
11. The Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the right, licence and easement hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for, the Grantor.
12. The Grantor will, if so requested by the Grantee, execute such further and other documents of title and assurances in respect of the said lands as may be necessary to give effect to this agreement. Grantee is committed to maintaining the security and confidentiality of personal information in accordance with applicable privacy legislation and its privacy policy. By signing, you consent to the collection, use and disclosure of your personal information for the purposes outlined herein for the construction and maintenance of the pipeline by TransGas and its agents and in accordance with the Grantee's privacy policy and as permitted by law. For further information regarding TransGas' personal information handling practices, please refer to our privacy policy at www.transgas.com.
13. The rights of the Grantee hereunder may be assigned in whole or in part.
14. All notices to be given hereunder may be given by registered letter addressed to the Grantee at 1777 Victoria Avenue, Regina, Saskatchewan, S4P 4K5 and to the Grantor at _____, or such other address as the Grantor and the Grantee may respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid and registered.
15. The Grantor covenants with the Grantee that he has the right to convey the easement and right-of-way referred to herein and that such easement and right-of-way will be conveyed to the Grantee free and clear of all liens, charges and encumbrances, except for the liens, charges and encumbrances registered against the Certificate of Title for the said land as of the date the Grantor executes this agreement.
16. This agreement containing a grant of easement is and shall be for the same force and effect to all intents and purposes as a covenant running with the land, and these presents including all the covenants and conditions herein contained shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Grantor and the Grantee respectively; and wherever the singular or masculine is used, it shall be considered as if the plural or the feminine or the neuter, as the case may be, had been used, where the context so requires.
17. ☐ In addition to consideration paid, the owner is also to be paid \$ _____ Goods and Service Tax ("GST"). The owner's GST registration number is _____.
- ☐ The owner does not have a GST number and/or elects to not be paid GST with respect to the consideration paid.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal this _____ day of _____, A.D. 20_____, and the Grantee has caused these presents to be executed on its behalf by the signature of its attorney thereunto duly authorized.

OWNER -

PLEASE INDICATE THE SIGNING AUTHORITY

& AFFIX SEAL OVER SIGNATURES

SIGNED ON BEHALF of the Grantee by
the Attorney for the Grantee in the
presence of:

TRANSGAS LIMITED

Witness

Per: _____

Assistant General Counsel and Corporate Secretary

CANADA)
PROVINCE OF SASKATCHEWAN) **AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT**
TO WIT:)

I, _____, Land Acquisition Agent, of the City of Regina, in the Province of Saskatchewan, **MAKE OATH AND SAY:**

1. **THAT** I was personally present and did see _____ named in the within instrument, who I have satisfied myself to be the person(s) named therein, duly sign and execute the same for the purposes named therein;
2. **THAT** the same was executed at _____, in the Province of Saskatchewan, and I am the subscribing witness thereto;
3. **THAT** _____, of the City of Regina, know the said and he/she is in my belief eighteen years of age or more.

SWORN before me at the City of Regina)
in the Province of Saskatchewan, this)
_____ day of _____, A.D. 20)
))
_____)

A COMMISSIONER FOR OATHS for
the Province of Saskatchewan
My Commission expires

CANADA)
PROVINCE OF SASKATCHEWAN) **AFFIDAVIT OF RIGHT-OF-WAY-AGENT**
TO WIT:)

I, _____, of the City of Regina, in the Province of Saskatchewan, **MAKE OATH AND SAY:**

1. THAT I am the duly authorized right-of-way or purchasing agent of **TRANSGAS LIMITED**, the Grantee named in the within instrument;
2. THAT the within Instrument is an easement or right-of-way required for the construction, maintenance or operation of a gas pipeline as contemplated in Section 25 of the Homesteads Act, 1989 of Saskatchewan;
3. THAT in respect of all material matters relating to the within Instrument there has been compliance with the Sections 1 to 9 of the Public Utilities Easements Act of Saskatchewan.

SWORN before me at the City of Regina)
in the Province of Saskatchewan, this)
_____ day of _____, A.D. 20)
))
_____)

A COMMISSIONER FOR OATHS for
the Province of Saskatchewan
My Commission expires

SCHEDULE "A"

Attached to and forming part of an Agreement for Right-of-Way and Easement
made as of _____, 20____ and effective as of _____, 20____ between
_____, as Grantors
and TRANSGAS LIMITED, as Grantee

1. Above ground structures are only permitted with the Grantors' separate written consent.
2. In the event the Grantee in its sole discretion considers it necessary to protect the integrity of the easement area, the Grantee may construct a physical barrier or demarcation (including but not limited to fences, pylons, stakes or boundary markers) around the easement area in order to prevent unauthorized encroachments of the Grantee's pipeline(s), facilities and/or works.
3. The physical barrier or demarcation around the easement area shall not be classified as an above ground structure and no consent is required prior to their construction.
4. Notwithstanding the Grantee's right to construct a physical barrier or demarcation around the easement area, the Grantors will continue to have use of and/or access through the easement area which has been consented to by the Grantee acting reasonably ("Authorized Access"). If a barrier is constructed which prevents the Grantors' Authorized Access, it shall be removed by the Grantee at the request of the Grantors. The Grantee will be liable for the cost of its removal along with any direct damages which the Grantors may have suffered as a result of their inability to have Authorized Access.
5. Where such demarcations are required, the Grantee shall consult the Grantor as to the aesthetic appearance of the physical barrier or demarcation.

as Limited

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