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ALBERTA RIGHT-OF-WAY AGREEMENT

I (WE) ALBERTA LANDOWNER and ALBERTA LANDOWNER#2
of Somewhere (hereinafter called "the Grantor") being 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 notified on existing Certificate of Title and situate in the Province of Alberta, namely:

**MERIDIAN 1 RANGE 1 TOWNSHIP 1
SECTION 1
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
AS MORE PARTICULARLY DESCRIBED AND CONTAINED IN CERTIFICATES OF TITLE NO. 010 010 010**

excepting thereout all MINES and MINERALS in all of that certain tract of land (hereinafter called "the said lands"). In consideration of the sum of -----ONE-----XX/00 (\$1.00) Dollar (receipt of which is hereby acknowledged) paid to the Grantor by A PIPELINE COMPANY (hereinafter called the "Grantee") and in consideration of the covenants hereinafter contained I DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER, to and unto the Grantee, its successors and assigns a right-of-way across, over, under, on or through the said lands to construct, operate and maintain a pipeline or pipelines including accessories and appurtenances and for any other purpose preparatory or incidental thereto including the right to repair or replace the said pipeline or pipelines. The right to construct more than one pipeline in the right-of-way hereby granted shall be limited to 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 on or before one year after the date of this agreement it will file at the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 meters in width across the said lands in the approximate location as shown on a sketch plan initiated by the parties and delivered to the Grantor upon signing of this agreement. If the Grantee has not either filed a Plan Of Survey within the one-year period, or should the Grantee not forward to the Grantor a Plan of Survey showing the location of the right-of-way to be substantially in the location shown on the sketch plan, on or before one year from the date hereof, this agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the said lands.

2. PARTIAL WITHDRAWAL AND DISCHARGE OF RIGHT-OF-WAY

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 herein granted to the right-of-way shown upon the Plan of Survey.

3. ADDITIONAL PAYMENT

Upon filing of the Plan of Survey at the Land Titles Office or prior to commencing any construction on the said lands, whichever occurs first; the Grantee shall pay an additional consideration to the Grantor calculated at the rate of ----- (\$ -----) Dollars per acre of right of way as shown on the Plan of Survey which has been or will be filed. If the additional consideration is not paid to the Grantor within one year after the date of this agreement, the agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the said lands.

4. PROTECTION OF RIGHT-OF-WAY

(a) Subject to the following, the Grantor shall have the right to use and enjoy the right-of-way:

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

No permanent structures may be erected on the right-of-way by the Grantor without the written consent of the Grantee.

ii. The Grantor hereby indemnifies and saves harmless the Grantee from all actions, causes of actions, proceedings, claims, demands, losses, costs, damages and expenses which the Grantee may pay or incur as a result of or in connection with any use by the Grantor of the right-of-way.

(b) 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 said pipeline, pipelines, and right-of-way, in connection with the excavation, drilling, installation, erection, repair or construction for any permitted operation for agricultural or related purposes across, over or under, on or through the right-of-way.

5. REMOVAL OF PROPERTY

Notwithstanding any rule of law or equity, the pipeline or pipelines 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.

6. DAMAGES

The Grantee shall pay compensation for any and all damage where such damage occurs as a result of the operations of the Grantee; its servants, agents or contractors.

7. LIABILITY

The Grantee covenants and agrees to 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 gross negligence by the Grantor.

8. TOPSOIL

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

9. TAXES

The Grantee shall pay all rates and taxes that may be assessed and leveled from time against its interest in the said lands and installation, or in connection with its operations thereon.

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. The Grantee agrees to compensate the Grantor for such above ground installation by separate agreement and failing such agreement within sixty (60) days from the date of such installation, the matter of compensation shall be submitted to arbitration as hereinafter provided.

11. DISCONTINUANCE AND ABANDONMENT

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 restore the said lands to the same condition, so far as may be practicable to do so, as the said lands were prior to the entry thereon and the use thereof by the Grantee:

PROVIDED HOWEVER, that the Grantee may, at its option, leave and abandon the said pipeline or pipelines in place. The Grantee agrees to withdraw and discharge any encumbrance registered in the Land Titles Office pertaining to this agreement upon abandonment of the said right-of-way.

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 as set forth above in this agreement.

13. ARBITRATION

If the amount for compensation for damages, and/or above ground structures payable cannot be agreed upon by the Grantor and the Grantee, the matter at issue shall be determined by three disinterested arbitrators, and the decision of any two of such three arbitrators shall be final and conclusive; PROVIDED THAT in all other respects the provision of the arbitration legislation then in force in the Province of Alberta shall apply to each submission. In any event, the responsibility for the arbitration costs shall be determined by the appointed arbitrators.

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 to commence action to remedy the same within thirty (30) days of the receipt of such notice. For the purpose of this clause, a letter by the Grantee of its intent to remedy a 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 control of the Grantor or the Grantee.

16. ADDITIONAL TERMS

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

17. ASSIGNMENT

All the covenants and conditions herein contained, shall extend to, be binding upon, and ensure to the benefit of, the executors, administrators, successors, and assigns of the Grantor and the Grantee respectively.

18. QUIET ENJOYMENT

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 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, his successors and assigns continues to use the right-of-way for the purposes herein set forth.

19. NOTICES

All notices to be given hereunder may be given by registered letter addressed to the Grantee at _____ A Pipeline Company Address, Calgary, AB T2Y 2Z7 and the Grantor at Box 0000, Somewhere, Alberta A0B 1B2 or such other addresses 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 fourteen (14) days after the mailing thereof, postage prepaid and registered.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto set their hand and seal this _____ day of _____ A.D. 1999

SIGNED, SEALED AND DELIVERED
in the presence of:

GRANTOR:

Jim Stapleton (Witness to both)

Alberta Landowner

(Witness)

Alberta Landowner #2

GRANTEE:
A PIPELINE COMPANY

PER: _____

PER: _____

CONSENT OF SPOUSE

I, _____ being married to the above named _____ (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

- This document was acknowledged before me by _____ apart from her husband (or his wife).
- _____ acknowledged to me that she (or he)
 - is aware of the nature of the disposition.
 - is aware of 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.
 - consents to the disposition for the purposes 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.
 - is executing the document freely and voluntarily without any compulsion of 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.

AFFIDAVIT

I, _____ of _____ in the Province of Alberta _____ make oath and say: _____ (Occupation)

- That I am the grantor name in the within instrument.
 - That I am not married
- OR
- That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at _____ in the Province of Alberta this _____ day of _____ A.D. 1999

A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

CANADA I, Jim Stapleton of the City
PROVINCE OF ALBERTA of Calgary in the Province of Alberta,
TO WIT: Landman make oath and say:

- That I was personally present and did see Alberta Landowner and Alberta Landowner#2 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/near **Somewhere** in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said **Alberta Landowner and Alberta Landowner#2** and they are in my belief of the full age of eighteen years.

SWORN before me at the _____
in the Province of Alberta this _____
day of _____ A.D. 2004

Jim Stapleton

A Commissioner for Oaths in and for
the Province of Alberta

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (WE) _____ of _____ in the Province of Alberta having an interest in the within lands by virtue of an Agreement or Instrument dated the _____ day of _____ A.D. 1999 DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Alberta Right-of-Way Agreement shall be fully bound by all the terms and conditions thereof both now and henceforth.

Dated at _____
in the Province of Alberta, this _____ day of
_____ A.D. 1999

Witness

Cautionary Note and Disclaimer: I have used these agreements for many years, in one form or another, and I have found mistakes in many of them. Particularly since oil companies and land companies have gotten away from using printer-purchased originals and filling leases out with a typewriter. Caution must be exercised in using any digital form of document. This form is for educational purposes only and should not be copied or reprinted.

Jim Stapleton

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