

## THE LAND TITLES ACT

## Easement

H-11.1767

I (We) Ralph Charles Briggs of Edmonton

in the Province of Alberta, Farmer, hereinafter called "the Grantor", being registered as owner, (or entitled to become registered as owner under an Agreement for Sale or unregistered Transfer or otherwise), of an estate in fee simple, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten, in all that certain tract of land situate in the Province of Alberta and being composed of:—

North West Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section Thirteen (13), Township Fifty-two (52),  
Range Twenty-four (24), West of the Fourth (4th) Meridian;  
CONTAINING One Hundred Sixty (160) acres, more or less;  
EXCEPTING THEREOUT ALL MINES AND MINERALS,

in consideration of the sum of -----One Thousand and 00/100----- (\$ 1,000.00) Dollars paid to the Grantor (or others interested in the said lands by encumbrances or otherwise), the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by Nisku Products Pipe Line Company Limited, a corporation having its head office at the City of Calgary, in the Province of Alberta, hereinafter called "the Grantee", DO HEREBY GRANT and transfer unto the Grantee the right, license, liberty, privilege and easement to use that portion of the said lands, being a right-of-way 17 feet in width as shown outlined in red on a plan registered in North Alberta Land Registration District as Plan No. 6267 M.C. for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipeline or lines, together with all such stations, structures, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of petroleum or petroleum products, water and/or gas through or by means of the same, together with the right of ingress and egress for all purposes incidental to the grant, as and from the 9th day of July, A.D. 19 63, and for so long thereafter as the Grantee may desire to exercise the rights and privileges hereby given, on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee:

**First:** 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 or under the said right-of-way any pit, well, foundation, pavement, or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said right-of-way except as the same may be necessary for the purposes herein granted to the Grantee.

**Second:** The Grantee will compensate the Grantor for damage done to any crops, fences, timber and livestock on the said right-of-way by reason of the exercise of the rights hereinbefore granted.

**Third:** The Grantee will, as soon as weather and soil conditions permit, bury and maintain all pipe lines so as not to interfere with the drainage or ordinary cultivation of the said lands.

**Fourth:** Upon discontinuance of the use of the said 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 may be practicable so to do, as the same were in prior to the entry thereon and the use thereof by the Grantee.

**Fifth:** 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, privileges 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.

**Sixth:** All notices to be given hereunder may be given by registered letter addressed to the Grantee at 300 - 9th Avenue West, Calgary, Alberta, and to the Grantor at R. R. #2, South Edmonton, Alberta, or such other address as the Grantor and the Grantee may respectively from time to time appoint in writing, and any such notice shall be deemed to be given to and received by the addressee Seven (7) days after the mailing thereof, postage prepaid.

**Seventh:** This easement is, and shall be of 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 executors, administrators, successors and assigns of the Grantor and the Grantee respectively; and wherever the singular or masculine is used the same shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require.

IN WITNESS WHEREOF the Grantor and Grantee have executed and delivered this Easement this 9th day of January, A.D. 19 64.

SIGNED, SEALED AND DELIVERED by the Grantor, in the presence of:

*[Signature]*

*[Signature]*  
Ralph Charles Briggs

NISKU PRODUCTS PIPE LINE COMPANY LIMITED



*[Signature]*  
PRESIDENT  
*[Signature]*  
SECRETARY

768 NS

CANADA  
PROVINCE OF ALBERTA  
TO WIT:

DOWER AFFIDAVIT

I, \_\_\_\_\_, of \_\_\_\_\_,  
in the Province of Alberta \_\_\_\_\_, make oath and say:

1. That I am the Lessor named in the within instrument.
2. THAT I am not married:

OR

THAT neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at \_\_\_\_\_

in the Province of Alberta, this \_\_\_\_\_

day of \_\_\_\_\_ A.D. 19\_\_\_\_

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

CONSENT OF SPOUSE

I, Mary Ann Briggs being married to the above  
named Ralph Charles Briggs do hereby give my consent to the disposition  
of our homestead, named in 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 said disposition.

Mary A. Briggs  
Signature of Spouse

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by Mary Ann Briggs  
apart from her husband (or his wife).
2. Mary Ann Briggs acknowledged to me that she (or he)
  - (a) Is aware of the nature of the disposition.
  - (b) Is aware that THE DOWER ACT, 1948, gives her (him) a life estate in the homestead and the right to prevent  
disposition of the homestead by withholding consent:
  - (c) Consents to the disposition for the purpose of giving up the life estate and 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;
  - (d) Is executing the document freely and voluntarily without any compulsion on the part of her husband (his wife).

DATED at Edmonton in the Province of Alberta, this 9th day of January  
A.D. 1964.

[Signature]  
A Commissioner for Oaths, A Notary Public  
in and for the Province of Alberta.

Dated

A.D. 19

Between:

Reg's Fee	5
Ex. Ref.	
Ass'ce Fee	
Abs. — and —	
C.C. ....	

NISKU PRODUCTS PIPE-LINE COMPANY  
LIMITED

Easement

I certify that the within instrument is  
duly Enacted and Registered in the Land  
Titles Office of the (within Alberta) Land  
Registrar, on (S.R.C. at Edmonton, in the  
Province of Alberta) at 10:23 o'clock  
A.M. on the 11 day of February  
A.D. 1964, Number 768  
Book NS, Folio 24

[Signature]  
Registrar  
N.A.L.R.

CANADA  
PROVINCE OF ALBERTA  
To Wit:

AFFIDAVIT OF EXECUTION

I, Peter H. W. Chown of Edmonton  
in the Province of Alberta Landman, make oath and say:

1. THAT I was personally present and did see Ralph Charles Briggs  
named in the within completed consent instrument, who is (are) personally known to me to be the person(s) named therein,  
duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at Edmonton in the Province of Alberta,  
and that I am the subscribing witness thereto.
3. THAT I know the said Ralph Charles Briggs  
and he (or she) is (or they are each), in my belief, of the full age of twenty-one years.

SWORN before me at Edmonton  
in the Province of Alberta, this 13th day of January, A.D. 1964.

[Signature]  
A Commissioner for Oaths, A Notary Public  
in and for the Province of Alberta.

[Handwritten notes]  
M.A. Briggs  
R.C. Briggs  
Edmonton  
15.00