

SCHEDULE

THE GAS PIPE LINE ACT

GRANT OF RIGHT OF USER

I/We _____ of the _____ of _____ in the Province of Manitoba, _____ (occupation) and _____ of the _____ of _____ in the Province of Manitoba _____ (occupation), being the registered owner(s) (and the person(s) entitled to be registered as owner(s)) of an estate in fee simple, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten (or endorsed hereon) in all that land described as follows: (And we _____ of the _____ of _____ in the Province of Manitoba _____ (occupation) (above named) (if such is the case), and _____ of the _____ of _____, in the Province of Manitoba, (occupation) the vendor and purchaser, respectively, under an agreement for sale of the land above described);

(the person (or all of the persons) above named, being hereinafter called the "grantor",) in consideration of the sum of _____ dollars (\$) paid to me/us, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by _____ (hereinafter called "the grantee"); DO HEREBY GRANT and transfer unto and to the grantee the licence, liberty, privilege, and right, to use that portion of those lands, being a right-of-way _____ feet in width as shown outlined in _____ on a plan of the lands registered in the land titles office for the Land Titles District of _____ as Plan No. _____ for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of any gas pipe lines, together with all such compressor stations, gate valves, check valves, structures, drips, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith, for the carriage, conveyance, transportation, and handling, of gas together with the right of ingress and egress for all purposes incidental to the grant, as and from the _____ day of _____, 19____, 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 grantee shall compensate the grantor for damage done to any crops, fences, timber, and livestock on the right-of-way by reason of the exercise of the rights hereinbefore granted.
- Second: The grantee shall fully compensate the grantor for loss suffered by reason of damage to persons or property arising by reason of, or out of, the existence, ownership, operation, maintenance, or use, of the gas pipe line.
- Third: The grantee will indemnify and save harmless the grantor against and from all liability to, and actions or proceedings by, any person brought or taken by reason of any loss or damage, or alleged loss or damage, caused or claimed to have been caused, or arising out of, or claimed to arise out of, the existence, ownership, operation, maintenance, or use, of the gas pipe line.
- Fourth: The grantee shall, as soon as weather and soil conditions permit, bury and maintain all gas pipe lines so as not to interfere with the drainage or ordinary cultivation of the lands.

Fifth: Upon the discontinuance of the use of the right-of-way and of the exercise of the rights hereby granted, the grantee shall restore the lands to the same condition, so far as may be practicable so to do, as they were in prior to the entry thereon and the use thereof by the grantee.

Sixth: 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 licence, liberty, privilege, and right, 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.

(Here add any additional covenants that may be agreed upon between the parties.)

Seventh: All notices to be given hereunder may be given by registered letter addressed to the grantee at _____, and to the grantor at _____, 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 days after the mailing thereof, postage prepaid.

Eighth: This right of user 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 it 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 right of user this day of _____, 19 ____.

SIGNED,

in the presence of: