

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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002154645

ADVISORY

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UTILITY RIGHT OF WAY
Land Titles Act

WHEREAS AtaGas Utilities Inc. ("the Company") proposes to furnish natural gas service, or is furnishing natural gas service, by means of a natural gas distribution system including pipelines and appurtenances incidental thereto,

AND WHEREAS for the purpose of constructing and maintaining the distribution system on the land of the undersigned being

Name LUKE KEPPKY AND ARBENE KEPPKY
Address DOYLE BARBER
Location 5W18-66-18-WAY
TITLE # 992 268 990

NOW THEREFORE, in consideration of the sum of ONE Dollar (\$1.00) (receipt of which is hereby acknowledged) and for other good and valuable consideration, the undersigned does hereby grant to the Company a utility right of way and easement and rights of ingress and egress to the same for locating, constructing, maintaining and removing the said pipelines, continuations, branches, loop lines, valves and other appurtenances as the Company desires to enable it to serve the undersigned and other customers. The undersigned also grants the right to the Company to carry out necessary breaking of ground, trimming and cutting of crop or trees, on or over the said right-of-way and easement in order to serve the undersigned or other customers. The Company shall do as little damage and cause as little inconvenience as possible.

THE COMPANY AGREES TO COMPENSATE THE OWNER FOR DAMAGE DONE TO CROPS ON THE PIPELINE ROUTE DURING CONSTRUCTION AND MAINTENANCE OF THE PIPELINE.

The undersigned hereby grants quiet enjoyment to the Company and covenants and agrees that the undersigned shall not do or permit anything which is likely to disturb or cause injury to any part of the distribution system

The Right-of-Way and easement hereby granted shall be a covenant running with the land and shall continue in full force and effect for as long a period as the Company, its successors and assigns, desire or continues to maintain and operate distribution lines across the said lands, notwithstanding the discontinuance of service to the undersigned. The Company agrees it shall not fence the right of way on the Applicant's property.

The Company shall have the right to make use of or continue the said pipeline for the purpose of serving other applicants.

"NOTICE" of this Utility Right-of-Way will be registered on the undersigned's title.

DATED this 26 day of MAY A.D. 2000

[Signature]
Grantor

Seal

Witness Joyce Queheheras

[Signature]
Grantor

AtaGas Utilities Inc.

By Its Attorney:

Witness [Signature]
Barry Gordon Robinson

A. CONSENT OF SPOUSE

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

Signature of Spouse

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UTRM - UTILITY RIGHT OF WAY
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LINC/S: 0021543732

B. CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

This document was acknowledged before me by _____
husband/his wife.

_____ acknowledged to me that she/he

- a. is aware of the nature of the disposition agreement;
- b. is aware that the Dower Act, 1948, gives her/him a life estate in the homestead and the right to prevent disposition o withholding consent.
- c. consents to the disposition agreement for the purpose of giving up the life estate and other dower rights in the h her/him by the Dower Act, 1948, to the extent necessary to give effect to the said disposition 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 Alberta, this _____
day of _____ A D. _____

A Commissioner for Oaths in and for the Province of Alberta

C. AFFIDAVIT
(Must be completed where there is no "Consent of Spouse")

I, _____ of _____ in the Province of Alberta,
_____ make oath and say,

- a. that I am the Grantor(s) named in the annexed instrument
- b. 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
- c. that a Judgement for damages was obtained against me by my spouse and registered in Land Titles as No _____ dated this _____ day of _____ A D. _____

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

A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TOWIT

I, Debra D. Christianson of the County of _____
of _____ in the Province of Alberta
_____ make oath and say

That I was personally present and did see MARK HENRY BIRD, MARILYN HENRY
named in the within instrument, who is/are personally known to me by the person named therein, duly sign and execute the same for the purpose named herein

That the same was executed at Edmonton in the Province of Alberta and that I am the subscribing witness thereto

That I know the said MARK HENRY BIRD, MARILYN HENRY is/they are in my belief of the full age of eighteen years

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

Brian Christianson
My appointment expires _____
January 11th, 1997
A Commissioner for Oaths in and for the Province of Alberta

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____ of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____ A D. _____ DO HEREBY AGREE that all my (our) rights, interest and estate which are or may be, affected by the above easement shall be fully bound by all terms and conditions thereof both now and henceforth

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

Witness Purchaser

Witness Occupant