

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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Caveat

TO THE REGISTER OF SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE THAT I, WHEATLAND COUNTY of HWY #1, RR#1 STRATHMORE in the Province of Alberta, T1P 1J6 claim

AN INTEREST UNDER AND BY VIRTUE OF SECTION 655 (2) OF THE MUNICIPAL GOVERNMENT ACT, FOR A DEFERRED SERVICES AGREEMENT, AN AGREEMENT FOR THE FUTURE CONSTRUCTION AND INSTALLATION OF WATER AND SANITARY FACILITIES, IF REQUIRED

BETWEEN WHEATLAND COUNTY AND Gail Grabo, Laura Pauls, and Gene Bechthold.

A COPY OF WHICH IS ATTACHED.

MERIDIAN 4 RANGE 24 TOWNSHIP 28
SECTION 1
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

being lands described in Certificate of Title(s) 091 247 267 standing in the register in the names of Gail Grabo, Laura Pauls, and Gene Bechthold, and I forbid the registration of any person or transferee or owner, or of any instrument affecting the said estate or interest, unless the instrument or certificate or title, as the case may be, is expressed to be subject to my claim.

I APPOINT WHEATLAND COUNTY HWY #1 RR#1 at STRATHMORE T1P 1J6 in the Province of Alberta, as the place at which notices and proceedings related hereto may be served.

DATED this 27 day of September A.D. 2018.

A.C. Lucas
Signature of the Caveator or his Agent

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Angie Lucas
of WHEATLAND COUNTY
in the Province of Alberta, make oath and say:

- 1. THAT I am the agent for the above named Caveator.
- 2. THAT I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at WHEATLAND COUNTY in and for Alberta

this 27 day of September A.D. 2018.

K Sandbeck
Commissioner for Oaths
In and for Alberta

A.C. Lucas
Signature of the Caveator or his Agent

KIMBERLEY ANN SANDBECK
A Commissioner for Oaths
in and for Alberta
My Commission expires Dec. 08, 2018

THIS AGREEMENT made as of the 14 day of September A.D., 2018
BETWEEN

WHEATLAND COUNTY

of Hwy.1, RR1, T1P 1J6
(hereinafter called the "County")

OF THE FIRST PART

- and -


GAIL GRABO

OF BOX 22, SITE 20, RR2
STRATHMORE
ALBERTA T1P 1K5
AS TO AN UNDIVIDED 1/3 INTEREST

LAURA PAULS

OF 8370 SUN VALLEY RD
KELOWNA
BRITISH COLUMBIA V1P 1J3
AS TO AN UNDIVIDED 1/3 INTEREST

GENE BECHTHOLD

OF ~~1015 BALSAM ST~~ 644 Hemingway Cres NE
~~WILLIAMS LAKE~~ Medicine Hat
~~BRITISH COLUMBIA V2G 3M6~~ Alberta T1C 1X5 
(hereinafter referred to as the "Owner")
(hereinafter called the "Owner/Owners")

OF THE SECOND PART

BACKGROUND

- A. Section 655 of the *Municipal Government Act*, R.S.A. 2000, Chapter M 26 (such Act referred to in this Agreement as the "MGA") permits the County to enter into agreements for roadways, utilities and other matters.
- B. The County approved an application for subdivision and requires this agreement as a requirement of subdivision registration. The purpose of this agreement is to identify the obligations of the Owner to contribute to the cost of new utilities to service the subdivided lands, when such servicing is made available to the subdivided lands.
- C. The Subdivision is within Wheatland County.

AGREEMENT

1. The BACKGROUND clauses above are adopted as part of the Agreement.
2. The following terms are defined terms of this Agreement.
 - a) "**Backsloping ROW**" means the portion of the Land identified by the County as required for sidesloping or backsloping when the Surface Improvements and Underground Utilities are installed at the design upgrades.
 - b) "**Building Setback Lands**" means the 38.10 metres of the Land which is adjacent to the Road ROW in which any future building development including (but is not limited to) future or reconstructed buildings, structures or excavations will not be permitted.
 - c) "**County Engineer**" means an engineer appointed by Council or his designate or the Planning and Development Officer.
 - d) "**Contribution**" means the assessment which the County will collect from landowners for the construction of any Facility.

- e) **“Cost Recovery Mechanism”** means the mechanism that will be established by the County to allocate costs and collect funds from landowners for the costs expended by the County to “front end” the Engineering Study or any Facility.
- f) **“Development”** means any improvement or work including (but is not limited to) buildings, dwellings, structures, excavations or stockpiles on the land at the time of execution of this Agreement.
- g) **“Engineering Study”** means any engineering studies commissioned by the County which detail the servicing, access and financial requirements for the proper development and servicing of lands within an area described as

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and such requirements will include (but are not limited to) the following:

- i. the Utility ROW requirements
 - ii. the Backsloping ROW requirements
 - iii. the general servicing requirements including (but are not limited to) :
 - funding requirements in accordance with the Cost Recovery Mechanism; and
 - such other requirements which are necessary in the opinion of the County Engineer.
- h) **“Facility”** means any upgraded or new Municipal roadways and related Surface Improvements, or any new Municipal Underground Utilities, all of which are required to give proper access to or service the Land.

- i) **“Land”** means the lands described as follows:

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- j) **“Road ROW”** means the portion of the Land identified by the County Engineer as required for roadway purposes.
- k) **“Road Widening Lands”** means that portion of the Land identified by the County Engineer as Road ROW plus any Utility ROW plus any Backsloping ROW.
- l) **“Land Use”** means land use for the Land as approved by Wheatland County Council.
- m) **“Surface Improvements”** includes all surface works including (but is not limited to) carriageways, curbs, gutters, catchbasins, sidewalks and street lighting.
- n) **“Underground Utilities”** includes all subsurface works including (but is not limited to) water and sewer mains and all associated appurtenances.
- o) **“Usual Urban Services”** includes (but is not limited to) public water and sewer services, road construction and maintenance, snow removal, waste collection and fire protection.
- p) **“Utility ROW”** means the portion of the Land identified by the County Engineer, as required for utility purposes.

3. The Owner agrees that no improvement will be constructed on or located in the Building Setback Lands without the written approval of the County Engineer.
4. The Owner shall bear the cost of constructing all Underground Utilities and Surface Improvements which relate to the Development which may include (but are not limited to) any onsite utility service connections and any driveways from the adjacent public road.

5. The Owner shall bear the cost of maintaining all onsite Underground Utilities and Surface Improvements on the Land.
6. The Owner agrees to submit all payments to the County for any Engineering Study, as and when required by the County Engineer, the amount of such payments shall be determined in accordance with the Cost Recovery Mechanism.
7. Notwithstanding Clause 12 (a), the Owner agrees that any deferred assessment associated with the Contribution shall be paid to the County as and when required by the County Engineer.
8. The Owner shall not:
 - i) alter, redirect, block, or otherwise affect the natural drainage pattern, including storm water flow rates and volumes, on or adjacent to the Land; or
 - ii) fill or alter the existing grades on or adjacent to the Land,without the prior written approval of the County.
9. The Owner agrees to control on-site storm water on the Land to the satisfaction of the County Engineer so that such water does not flood or create a ponding or erosion problem on adjacent lands.

In doing so, the Owner agrees to employ satisfactory on-site storm water management techniques to limit post-development storm water runoff to pre-development rates and volumes.
10. The County will not provide Usual Urban Services to or in the vicinity of the Land until their availability becomes economically feasible in the opinion of the County.
11. The Owner acknowledges that fire protection to the Land may be limited by the lack of Usual Urban Services and the distance of the Land from fire fighting facilities and Underground Utilities. The Owner agrees to indemnify and save the County harmless from and against all claims, demands, actions, or losses for personal injury or property damage to any persons or property on, or immediately proximate to, the Land arising out of or related to the provision of limited fire protection.
12. At the time that any Facility is made available to the Land or, in the opinion of the County Engineer, should be installed by the County, the Owner shall:
 - a) pay to the County the Contribution being the proportional cost attributable to an owner of land for the cost of installing the Facility;
 - b) at its own expense, and with reasonable diligence, cause its sewer and water facilities to be connected to the Facility.
13. The Owner owns the Land and agrees that this Agreement shall constitute a charge against the Land for all sums payable or which may become payable to the County pursuant to the terms of this Agreement and as security for the performance of all Developer obligations under this Agreement. The Owner changes and encumbers the Land for the benefit of the County as security for such sums to be paid pursuant to the terms of this Agreement and performance of all obligations under this Agreement, and the County shall be entitled to file a Caveat against the title to the Land to protect its interest in accordance with s. 655 of the MGA.

The Owner acknowledges that the County, pursuant to s. 655 of the MGA, is entitled to register a caveat at the Land Titles Office in respect of this Agreement against the title of the Lands and the covenants, warranties and undertakings contained in this Agreement on the part of the Owner. The Owner further acknowledges and agrees that it shall be the sole responsibility of the Owner at the Owner's cost and expense to obtain whatever postponements and non-disturbance agreements as may be required by the County from any party or parties holding prior encumbrance charge against the Lands. In the event the Owner fails to obtain any postponement or non-disturbance agreements requested by the County, the County shall be at liberty to issue a Stop Work Order whereupon the Owner shall stop all work on or use of the Lands until such time as the postponements and non-disturbance agreements have been obtained by the Owner and registered at the Land Titles Office.
14. The covenants, terms and conditions contained in this Agreement are intended and shall be deemed to be covenants legally annexed to and running with the Land.
15. This Agreement shall be binding upon the Owner, its successors-in-title and assigns.
16. Where any of the Owner's interest in the Land is assigned or transferred in any way prior to the County filing a Caveat protecting its interest under this Agreement, the Owner shall deliver to the County an Assumption

Agreement acceptable to the County Solicitor, executed by the holder of the Owner's interest and the Owner shall bear any cost associated with the registration of such Assumption Agreement.

17. Whenever under the provisions of this Agreement, any notice, demand or request is required to be given by either party to the other, such notice, demand or request (except where expressly otherwise herein provided) shall be given by delivery by hand, sent by fax or registered mail, to:

in the case of the County

Wheatland County
Hwy. 1, RR1
Strathmore, AB
T1P 1J6


Fax: (403) 934-4889

and

in the case of the Owner

GAIL GRABO
OF BOX 22, SITE 20, RR2
STRATHMORE
ALBERTA T1P 1K5
AS TO AN UNDIVIDED 1/3 INTEREST

LAURA PAULS
OF 8370 SUN VALLEY RD
KELOWNA
BRITISH COLUMBIA V1P 1J3
AS TO AN UNDIVIDED 1/3 INTEREST

GENE BECHTHOLD
OF ~~1015 BALSAM ST~~ *644 Hemingway Cres NE*
~~WILLIAMS LAKE~~ *Medicine Hat.*
~~BRITISH COLUMBIA V2G 3M6~~ *Alberta T1C 1K5* 
AS TO AN UNDIVIDED 1/3 INTEREST

Any document having been mailed as aforesaid shall be deemed to have been received five (5) days after the date of mailing.

Either party hereto may from time to time change its address for service hereunder by notice to the other party.

If notice has to be served at a time when there is a strike, lockout or similar disruption in postal service, then notice hereunder shall be effected by actual delivery only.

18. Should part of this Agreement be or become illegal or unenforceable, it will be considered severable from this Agreement and the remainder of this Agreement will remain in effect as though the illegal or unenforceable parts had not been included.
19. The Owner shall indemnify and save harmless the County, their respective officers, employees, and agents from any and all losses, costs, damages, actions, causes of action, suits, claims and demands whatsoever resulting from anything done or omitted to be done by the Owner or its employees, agents or contractors, including their subcontractors or suppliers, in pursuance or purported pursuance of this Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, as attested by the hands of their respective officers in that behalf, as of the date first above written.

WHEATLAND COUNTY

Per: A. C. Weiss
Wheatland County

OWNER

Per: G. Grabo

Per Laura Pauls

Per: [Signature]

[if owner is an individual,
or if owner is a corporation and there is no corporate seal,
signature must be witnessed]

AFFIDAVIT OF EXECUTION

CANADA) I, Bonnie Franks of
PROVINCE OF ALBERTA) Kelowna
in the Province of BC
TO WIT) MAKE OATH AND SAY:

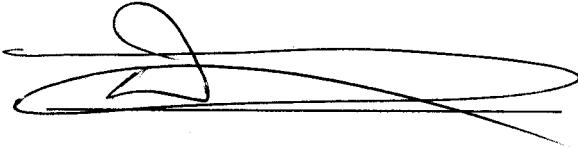
1. I was personally present and did see **LAURA PAULS**, named in the annexed instrument, who **is/are** personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.

Or
I was personally ~~present~~ and did see _____ who, on the basis of the identification provided to me, I believe to be the person(s) named in the ~~within~~ instrument, duly ~~sign~~ the instrument;

2. That the same was executed at Kelowna, in the Province of BC, and that I am the subscribing witness thereto.

3. That I know the said **LAURA PAULS** and he/she/they is, in my belief, of the full age of eighteen years.

SWORN BEFORE me at Kelowna)
in the Province of BC, this 19 day)
of Sept, 20 18) B. Franks



Douglas M. Franks
Notary Public
203 - 1980 Cooper Road
Kelowna, B.C. V1Y 8K5
Tel: 250-868-8268

Permanent commission

[if owner is an individual,
or if owner is a corporation and there is no corporate seal,
signature must be witnessed]

AFFIDAVIT OF EXECUTION

CANADA) Isabelle Adams Modien of
PROVINCE OF ALBERTA) Medicine Hat
TO WIT) in the Province of Alberta
) MAKE OATH AND SAY:

1. I was personally present and did see **GENE BECHTHOLD**, named in the annexed instrument, who ~~is/are~~ personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.

Or

I was personally present and did see _____ who, on the basis of the identification provided to me, I believe to be the person(s) named in the within instrument, duly sign the instrument,

2. That the same was executed at Medicine Hat, in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said **GENE BECHTHOLD** and he/she/they is, in my belief, of the full age of eighteen years.

SWORN BEFORE me at Medicine Hat,
in the Province of Alberta, this 24 day
of September, 20 18) Isabelle Adams Modien

Isabelle Adams Modien

ISABELLE ADAMS-MODIEN
A Commissioner for Oaths
in and for Alberta
My Commission Expires Nov. 18, 2019



181258223

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CAVE - CAVEAT

DOC 1 OF 5 DRR#: F0D657E ADR/KSTANG

LINC/S: 0021953550