

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

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**181258225**

**ORDER NUMBER: 36482663**

**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, TIP 1J6 claim

**AN INTEREST UNDER AND BY VIRTUE OF AN AGREEMENT FOR RIGHTS GRANTED UNDER A ROAD ACQUISITION AGREEMENT BETWEEN WHEATLAND COUNTY, THE PURCHASER, AND THE VENDOR GAIL GRABO, LAURA PAULS & GENE BECHTHOLD DATED September 27, 2018 A COPY OF WHICH IS ATTACHED IN:**

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 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 HWY #1 RR#1 at STRATHMORE TIP 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. Lucas  
Signature of the Caveator or his Agent

CANADA  
PROVINCE OF ALBERTA  
TO WIT:  
make oath and say:

I, Angie Lucas  
of Wheatland County  
in the Province of Alberta,

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 the Province of Alberta

This 27 day of September A.D. 2018

K Sandbeck  
A Commissioner for Oaths in and for  
Alberta

A. 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



**ROAD ACQUISITION AGREEMENT**

THIS AGREEMENT MADE EFFECTIVE This 14 day of September  
2018

**BETWEEN:**

**WHEATLAND COUNTY**

Of

RR#1, Hwy #1

Strathmore AB T1P 1J6

Phone: (403) 934-3321

(hereinafter referred to as the "County")

- 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 ~~4015 DALGAR ST~~ *644 Hemingway Cres NE*

~~WILLIAMS LAKE~~ *Medicine Hat, AB*

~~BRITISH COLUMBIA V2C 3M6~~ *Alberta T1C 1K5*

AS TO AN UNDIVIDED 1/3 INTEREST

(hereinafter referred to as the "Owner")

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00), paid from the County to the Owner, the sufficiency and receipt of which is hereby acknowledged, and the mutual covenants and agreements contained in this Agreement, the County and the Owner covenant and agree as follows:

- A. The Owner is the registered owner of the lands as described on certificate of title # 091 247 267 as:

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

(hereinafter referred to as the "Owned Lands")

- B. The County requires the Owner to convey all of its right, title and interest to a portion of the Owned Lands described as, A STRIP OF LAND 5 M WIDE IN PERPENDICULAR WIDTH FROM ANY PORTION OF THE OWNED LANDS LOCATED ADJACENT TO MUNICIPAL ROAD ALLOWANCES for the purpose of Road and Reclamation work upon and subject to the terms and conditions contained within this Agreement.

*OK*

### Purchase of Land

1. The Owner hereby conveys to the County all of its right, title and interest in and to that portion of the Owned Lands described as **A STRIP OF LAND 5 M WIDE IN PERPENDICULAR WIDTH FROM ANY PORTION OF THE OWNED LANDS LOCATED ADJACENT TO MUNICIPAL ROAD ALLOWANCES** more or less (*hereinafter known as "The Lands"*), for and in consideration of the purchase price which shall be based on the average market value per acre of comparable parcels in the area at the time this agreement is exercised, not including building values or improvements (hereinafter referred to as the "Purchase Price").
2. The parties hereby covenant and agree that in addition to forming the consideration for the transfer of "The Lands", as herein described, the Purchase Price shall be deemed as full and final settlement of any and all damages, claims, inconvenience, and expenses whatsoever which the Owner may or shall suffer (including, without restriction, all legal costs and claims by any licensee, tenant, or any other party holding or claiming any interest in the Lands or being entitled to any use or possession of all or any portion of the Lands, now or in the future) as a result of the acquisition of The Lands and the Land Reclamation Works and/or maintenance of the said land.
3. The Owner shall indemnify and hold the County harmless from and against any and all such claims and liability incurred by or alleged against the County including, without restriction, all legal costs on a solicitor and his own client full indemnity basis. Notwithstanding the foregoing, such release and indemnity shall exclude any damages or costs (including legal costs) incurred by the County resulting from the negligence or willful misconduct of the County, its employees, agents, or contractors.
4. The Owner shall be paid the purchase price upon receipt of confirmation by the Registrar of Land Titles of the transfer of the "The Lands" from the Owner.
5. All consideration to be paid or otherwise performed pursuant to this Agreement shall be deemed to be exclusive of applicable Goods and Services Tax.
6. The County and the Owner further covenant and agree that the exact location of "The Lands" as described or shown within this Agreement is approximate, and is subject to amendment and relocation by the County in its sole and absolute discretion, provided always any such amendment or relocation does not:
  - (a) prevent the development of the Owned Lands in accordance with any development permit issued by the County prior to any such amendment or relocation; and
  - (b) result in any development existing upon the Owned Lands at the time of any such amendment or relocation becoming non-compliant with the applicable land use bylaws.

### Construction and Fencing

7. From and after the date of execution of this Agreement by the Owner and the County, the County, its employees, representatives or agents shall have the right to enter upon the Owned Lands with surveyors, workmen and contractors, for the purpose of completing Reclamation Works. During the performance of construction activities the County shall, as much as is reasonably practicable in the circumstances, minimize the disruption of access to the Lands through the Land.
8. The County shall be entitled to proceed with the registration of a subdivision plan respecting the "Owned Lands", or any portion thereof, pursuant to Section 62 of the *Municipal Government Act*, R.S.A. 2000, Chap. M-26 as amended and/or replaced from time to time, upon either the County or Alberta Transportation determining that the Roadway is required for access to the lands and/or neighbouring lands. The County shall not be under any duty or obligation to construct or improve the Municipal Road within the Roadway immediately, nor commence or complete construction or improvement by any particular date or during any particular time of year, and the County shall be at liberty to construct or improve the Municipal Road, or any portions thereof, when the County in its sole and absolute discretion considers that the said construction is necessary and

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warranted. Provided always that upon registration of any plan at the Land Titles Office respecting the Land, or any portion thereof, the County shall become responsible for the care, control, maintenance and repair of the Municipal Land contained within the Subdivided Portion of Land in the manner required under Section 532 of the *Municipal Government Act*, R.S.A. 2000, Chap. M-26 as amended and/or replaced from time to time.

9. If any fencing, signs, landscaping or other improvements exists upon any portion of the Owned Lands that are impediment to any road construction or reclamation activity, the said fence, signs, landscaping or other improvements or any portions thereof may be removed by the County in the process of the construction/reclamation of any portion of the Municipal Road without any obligation to rebuild or otherwise compensate the Owner.
10. In the event that construction/reclamation work requires the construction of backsloping or grading upon the Owned Lands adjacent to The Land, the County shall be entitled to the right, license, privilege and easement over the Owned Lands for the purposes of entering upon the Owned Lands to construct and maintain the works.

#### **Registration and Completion**

11. The parties hereto agree to do all such acts and property execute and deliver all such documents reasonably requested by the other party in order to fully carry out and perform the true intent and object of this Agreement.
12. The County shall be at liberty to file a Caveat against the title to the Owned Lands to protect its interest in The Lands under this Agreement, and the Owner covenants that they shall not take any steps whatsoever in order to attempt to discharge this Caveat. The County shall discharge any such caveat upon registration of the plan of survey and the certificate of an officer of the County, or upon dedication of the Land by registration of a subdivision plan affecting the Lands. The County shall also partially discharge any such caveat from such portions of the Lands which do not contain any portion of the Land and as such are not affected in any manner by the Roadway, nor the right of the County to acquire the Roadway.
13. The Owner acknowledges and agrees that the County shall not be required to file a plan of survey for the purchase land at the Land Titles Office for the South Alberta Land Registration District, until such time as the County considers that the said construction and or relocation of the respective portions of the Land is necessary.
14. The Owner further acknowledges that the County, or any one of its employees, representatives or agents shall be at liberty to execute the Affidavit and file the plan of survey. Until such time as the required plans of survey are registered for the Subdivision, the Owner hereby grants to the County the right, privilege and easement on, over and under the Land for the purposes of Reclamation of the said Land, and the terms of this Agreement shall be of the same force and effect for all intents and purposes as covenants running with the Lands and shall remain binding upon all future owners of the Lands.
15. For the benefit of the Lands as herein described, the Owner hereby covenants and agrees not to construct upon the Land any foundation, structure or improvement whatsoever.
16. As a condition and term of any and all purchase and sale agreements or other arrangements respecting the transfer or sale of any portion of the Owned Lands, the Owner shall ensure that the purchaser or transferee of any such portion agrees to assume and be bound by this Agreement.
17. There shall be no tenancies affecting The Lands or any portion thereof, and the County shall be entitled to vacant possession to The Lands as of the date of this Agreement and at any time thereafter.
18. Documents necessary to transfer title for the afore mentioned Land shall be prepared by the County at the County's expense, and registration of such documents at the appropriate Land Titles Office shall be at the expense of the County.

#### **General**

19. The terms, covenants, and conditions contained within this Agreement shall not merge by

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the acceptance of documents, the registration of plans or documents, or the taking of possession by the County of all or any part of the Land, and all of such terms, covenants and conditions shall survive the completion of the acquisition of the portion of the Land by the County and remain in full force and effect for the benefit of the parties.

20. Without limiting any of the foregoing, the Owner hereby indemnifies and holds the County harmless from all debts, claims, injuries, liabilities, causes of actions, expenses (including legal fees on a solicitor and his own client full indemnity basis) and damages incurred and/or claimed by the Owner, its employees, agents, contractors, licensees and tenants, any other parties holding or claiming an interest in the Lands now or in the future, and any parties claiming by or through them, arising directly or indirectly out of the sale of the Land as to the County, the construction of the Municipal Road (excluding damages resulting from the negligence or willful misconduct of the County, its employees, agents, or contractors), or out of the breach of any terms, covenants and conditions contained in this Agreement by the Owner. It being fully understood and agreed by the parties that the Purchase Price shall be the full and final consideration for the transfer of the Roadway, and full and final settlement and compensation for any and all such claims described above, and the Owner hereby releases the County from liability arising therefrom.
21. Except as otherwise set forth herein, all expenses incurred by the Owner or the County with respect to the consummation of the transactions of purchase and sale contemplated by this Agreement shall be paid by the party incurring same.
22. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
23. This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and is signed by the parties hereto, but not otherwise.
24. This Agreement is not assignable by either of the parties hereto without the prior written consent of the other, which consent may not be arbitrarily withheld.
25. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations, or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein. Notwithstanding the foregoing, any default under any Development Agreement affecting the Lands shall be deemed to be a default by the Owner under this Agreement. The obligations of the Owner under this Agreement shall be joint and several.
26. In addition to any other rights or remedies available to the County pursuant to this Agreement, in law or in equity, upon a default occurring in the performance of any of the Owner's obligations contained within this Agreement the County shall have the right, but not the obligation, to perform the obligations in default. Any and all costs incurred by the County in performing any of the Owner's obligations under this Agreement shall be payable by the Owner immediately upon demand.
27. This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

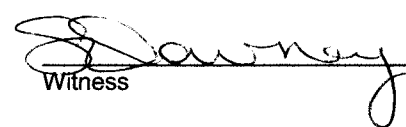
**Purchaser  
WHEATLAND COUNTY**


Per:   
Reeve - Wheatland County


Per:   
CAO - Wheatland County

**Owner**

  
\_\_\_\_\_

  
Witness

  
Witness

  
Witness

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

[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, Shelah Downey of  
          ) )  
PROVINCE OF ALBERTA ) Carseland  
                              ) in the Province of Alberta,  
                              ) )  
TO WIT ) MAKE OATH AND SAY:

1. I was personally present and did see **GAIL GRABO**, 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 Strathmore, in the Province of Alberta, and that I am the subscribing witness thereto.

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

SWORN BEFORE me at Strathmore  
in the Province of Alberta, this 14 day  
of September, 20 18 ) Downey

[Signature]  
A Commissioner for Oaths in and for  
Alberta

**Charles M Bechthold**  
A Commissioner for Oaths  
in and for Alberta  
My Commission expires Oct. 24, 2020  
Appointee No. 0680855



[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 ) I, Isabelle Adams Modien of  
PROVINCE OF ALBERTA ) Medicine Hat  
                                  ) in the Province of Alberta  
TO WIT                         ) 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 27 day ) Isabelle Adams Modien  
of September, 20 18 )

Isabelle Adams Modien

**ISABELLE ADAMS-MODIEN**  
A Commissioner for Oaths  
in and for Alberta  
My Commission Expires Nov. 18, 20 19



181258225 REGISTERED 2018 11 29  
 CAVE - CAVEAT  
 DOC 3 OF 5 DRR#: F0D657E ADR/KSTANG  
 LINC/S: 0021953550

REGISTERED  
 11/29/2018  
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