

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ORDER NUMBER: 36482709

ADVISORY

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4

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 AN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC
WORKS BETWEEN WHEATLAND COUNTY AND THE LANDOWNER 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. C. 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. 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



**AGREEMENT OF EASEMENT FOR CONSTRUCTION
AND MAINTENANCE OF ANY PUBLIC WORKS**

BETWEEN

WHEATLAND COUNTY
HWY #1 RR#1
STRATHMORE AB T1P 1J6
(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 ~~1015 BALSAM ST~~ *644 Hemingway Cres NE*
~~WILLIAMS LAKE~~ *Medicine Hat*
~~BRITISH COLUMBIA V2G 3M6~~ *Alberta T1E 1X5* *RB*
AS TO AN UNDIVIDED 1/3 INTEREST (collectively 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:

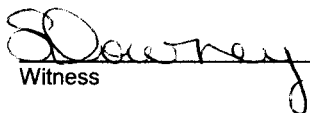
1. The Owner is the owner of the lands identified as described on certificate of title # 091 247 267 as:
MERIDIAN 4 RANGE 24 TOWNSHIP 28
SECTION 1
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
(the "Lands").
2. The Owner, its heirs, executors, administrators and assigns, hereby grants to Wheatland County, its engineers, surveyors, employees or agents, the right, license, privilege and easement to construct and maintain a public work in the form of a road backslope and/or borrow upon a portion of the Lands to provide for proper drainage and protection of a public road, the "Backslope/Borrow Area". This shall include the right to take upon the Lands all such employees, agents, material and equipment as may be necessary to construct and maintain the road backslope and/or borrow and the right to remove and dispose of such trees, brush, debris or other material in order to construct the Backslope/Borrow Area.
3. Upon completion of the work and surveying of areas required in the Backslope/Borrow Area the Owner shall receive the following compensation:
Disturbance: Compensation for areas disturbed for Backslope/Borrow Area, at 100% of the average farmland market value/acre in the vicinity of the Lands, as determined by the County. Any area under one (1) acre on a titled parcel will be paid for as one (1) full acre.
Crop: Crop loss is compensated for the Backslope/Borrow area as follows:
Cropland: a one-time payment of 120% of the parent parcel's crop type and average yield in the year of disturbance.

Pasture: current market price plus 20% per acre of cropland lease rates. Loss of pasture use for areas with temporary fencing will be compensated by payment of three (3) years of loss of use.
Hayland: current market price, plus 20% per ton.

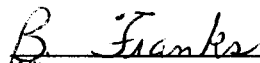
3. **Fencing**: The Owner agrees that:
- a. The County's contractor is to provide the necessary labor and skills for the removal and installation of permanent and temporary fences as requested by the County.
 - b. All fencing projects will be completed by the contractor/County. Landowners will not have the option of doing their own fencing.
 - c. The contractor/County is responsible for checking out location, accessibility and material for the administration of all aspects of each job in conjunction with the landowner.
 - d. The contractor is responsible for supplying and transporting of all materials. Only new materials will be used in the construction of any fence.
 - e. Material from fence removal will be stockpiled within reason at the landowners preferred site.
 - f. All replacement fencing will be done by the County/Contractor to the same standard as the fence which was removed with a 3 wire fence being the minimum. Minimum requirements will be at the expense of the County. Any extraordinary fencing requirements will be charged to the landowner or taken off of the land disturbance payment.
4. One time re-seeding of forages on disturbed areas will be the responsibility of Wheatland County with the species and variety of forage seeded selected by the landowner.
5. The Owner shall make provision for the delay of grazing livestock on disturbed area(s) for a period of three years from the commencement of that seeding of the disturbed areas. **Removal of the temporary fence prior to the 3 year time frame will be at the discretion of Wheatland County's Agricultural Fieldman. Temporary fence is the property of Wheatland County and shall be removed by Wheatland County's contract fencer.**
6. The County shall be at liberty to file a Caveat against the title to the 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.
7. The compensation referred to in this Agreement shall be deemed full and final settlement and compensation for any and all damages, claims, inconvenience, and expenses whatsoever which the Owner may or shall suffer, including, without restriction, all legal costs as a result of the construction and or maintenance of the Lands or Backslope/Borrow Area.
8. This Agreement, and each of the terms, covenants and conditions contained herein, shall be of the same force and effect for all intents and purposes as a covenant running with the Lands, and shall extend to, shall be binding upon (joint and several where applicable), and shall enure to the benefit of the successors, assigns, and licensees of the County and the Owner, and all successors in title to the Lands

IN WITNESS WHEREOF the parties have executed this Agreement this 14 day of

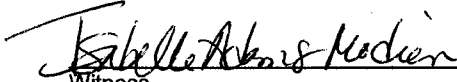
September 2018


Witness



Landowner Signature


Witness


Landowner Signature



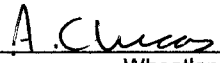
Witness



Landowner Signature

Witness

Landowner Signature



Wheatland County

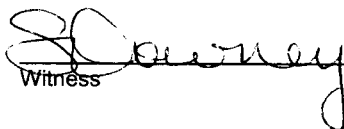
Topsoil Placement Release Agreement

During normal road construction of any road within Wheatland County the county may apply extra topsoil removed from existing ditches and place it on adjacent lands if approved by the landowner. If accepted the landowner is aware that there may be differences in soil texture, organic matter and nutrient content, or contamination of forage and weed species, diseases, herbicide residue, salts, hydrocarbons or other contaminants that we may not be aware of.


This agreement releases Wheatland County from any current or future indemnification or further liability from contamination in any form or from any other circumstances that may arise from the placing and levelling of the said topsoil.

This agreement relates to the following stated legal locations and has been reviewed and agreed to by:

Legal Description(s): SW 1-28-24-4

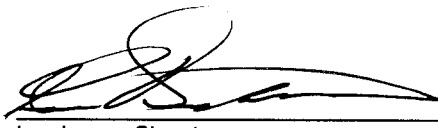

Witness


Landowner Signature


Witness



Landowner Signature


Witness


Landowner Signature

Witness

Landowner Signature


Wheatland County

[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.

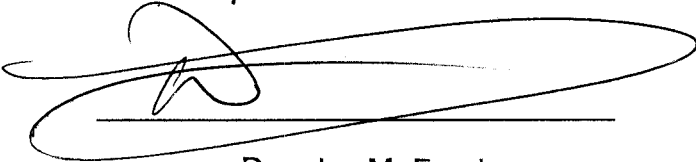
Or

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



181258226

181258226 REGISTERED 2018 11 29

CAVE - CAVEAT

DOC 4 OF 5 DRR#: F0D657E ADR/KSTANG

LINC/S: 0021953550

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2018 11 29
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