

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**191046914**

**ORDER NUMBER: 36979629**

**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 AN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC  
WORKS BETWEEN WHEATLAND COUNTY AND THE LANDOWNER GAIL GRABO,  
LAURA PAULS & GENE BECHTHOLD DATED FEBRUARY 26th, 2019 A COPY OF  
WHICH IS ATTACHED IN:**

FIRST

MERIDIAN 4 RANGE 24 TOWNSHIP 28  
SECTION 1  
QUARTER SOUTH WEST  
CONTAINING 64.7 HECTARES( 160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS  
A) PLAN 1812279 SUBDIVISION 2.023 5.00  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 24 TOWNSHIP 28  
SECTION 1  
QUARTER SOUTH EAST  
CONTAINING 64.7 HECTARE (160 ACRES) MORE OR LESS  
EXCEPTING THE ROADWAY ON PLAN 4492JK  
CONTAINING 8.12 ACRES MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME


THIRD

PLAN 1812279  
BLOCK 1  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS

being lands described in Certificate of Title(s) 181 258 227 +1 & 181 258 227 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 27TH day of February A.D. 2019


  
\_\_\_\_\_  
Signature of the Caveator or his Agent


CANADA I, ROBIN GLASIER  
PROVINCE OF ALBERTA of STRATHMORE  
TO WIT: 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 the Province of Alberta

This 27 day of FEBRUARY A.D. 2019

  
\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta  
My Commission Expires June 27, 2021

  
\_\_\_\_\_  
Signature of the Caveator or his Agent  
A Commissioner for Oaths in and for Alberta  
My Commission Expires June 27, 2021



**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**

644 HEMINGWAY CRES NE  
MEDICINE HAT AB T1C 1X5  
AS TO AN UNDIVIDED 1/3 INTEREST

**Phone: 403-947-2134 (Gail Grabo)**

**Cell Phone: \_\_\_\_\_**

In consideration of the sum of One DOLLAR (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and In consideration of 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 following lands as described on certificate of Title # 091 247 267 as:

**FIRST**

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

**SECOND**

MERIDIAN 4 RANGE 24 TOWNSHIP 28  
SECTION 1  
QUARTER SOUTH EAST  
CONTAINING 64.7 HECTARE (160 ACRES) MORE OR LESS  
EXCEPTING THE ROADWAY ON PLAN 4492JK  
CONTAINING 8.12 ACRES MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

(hereinafter called the "Lands").

2. The Owner, its heirs, executors, administrators and assigns, hereby grants to Wheatland County, its engineers, surveyors, employees, contractors or agents, the right, license, privilege and easement to survey, erect, install, construct, operate maintain, inspect, patrol, move, replace, reconstruct, alter and repair a public work (the "Work") in the form of a municipal pipeline, road backslope and/or borrow upon a portion of the Lands as shown on the attached Schedule "A", (more or less), the "Easement Area", and 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 municipal pipeline, road

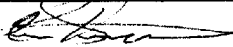
backslope and/or borrow and the right to remove and dispose of such trees, brush, debris or other material in the Easement Area as is required in order to perform the Work.

3. Upon completion of the Work and survey of the Easement Area the Owner shall receive the following compensation:

FOUR THOUSAND Dollars (\$4,900.00) Per Acre For land disturbance as outlined in  
NINE HUNDRED Wheatland County Policy 9.5.1

And **crop damage as outlined in Wheatland County Policy 9.5.1**

4. The Owner acknowledges that removal and replacement of fences and reclamation of the Easement Area shall be in accordance with Wheatland County Policy 9.5.1.
5. 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 in accordance with Wheatland County Policy 9.5.1.
6. 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.



  
Initials

7. 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. The County will discharge any caveat registered under this agreement at the completion of the project and the registration, if required, of any survey plans.
8. 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 Easement Area.
9. 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 and wherever the singular or masculine is used throughout this grant, the same shall be construed as meaning plural or feminine or a body corporate where the context or the parties hereto so admit or require.
10. The County's contact list is as follows:

| Contact   | Name          | Business Phone | Email                            |
|---|---------------|----------------|----------------------------------|
| General Manager<br>Transportation and Agriculture | Mike Ziehr    | 403-361- 2008  | Michael.Ziehr@wheatlandcounty.ca |
| Manager of Operations                             | Tom Schultz   | 403-934 3284   | Tom.Schultz@wheatlandcounty.ca   |
| Construction Supervisor                           | Austin Mackay | 403-333-6884   | Austin.McKay@wheatlandcounty.ca  |
| Land Agent  | Robin Glasier | 403-361- 2015  | Robin.Glasier@wheatlandcounty.ca |
| Chief Administrative Officer                      | Alan Parkin   | 403-361- 2002  | Alan.Parkin@wheatlandcounty.ca   |

IN WITNESS WHEREOF the parties have executed this Agreement this 11 day of

February 2019.

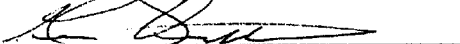
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landowner Signature





*Alasie - 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): SE & SW 1-28-24-4

\_\_\_\_\_  
Witness

*[Signature]*  
Witness

\_\_\_\_\_  
Landowner Signature

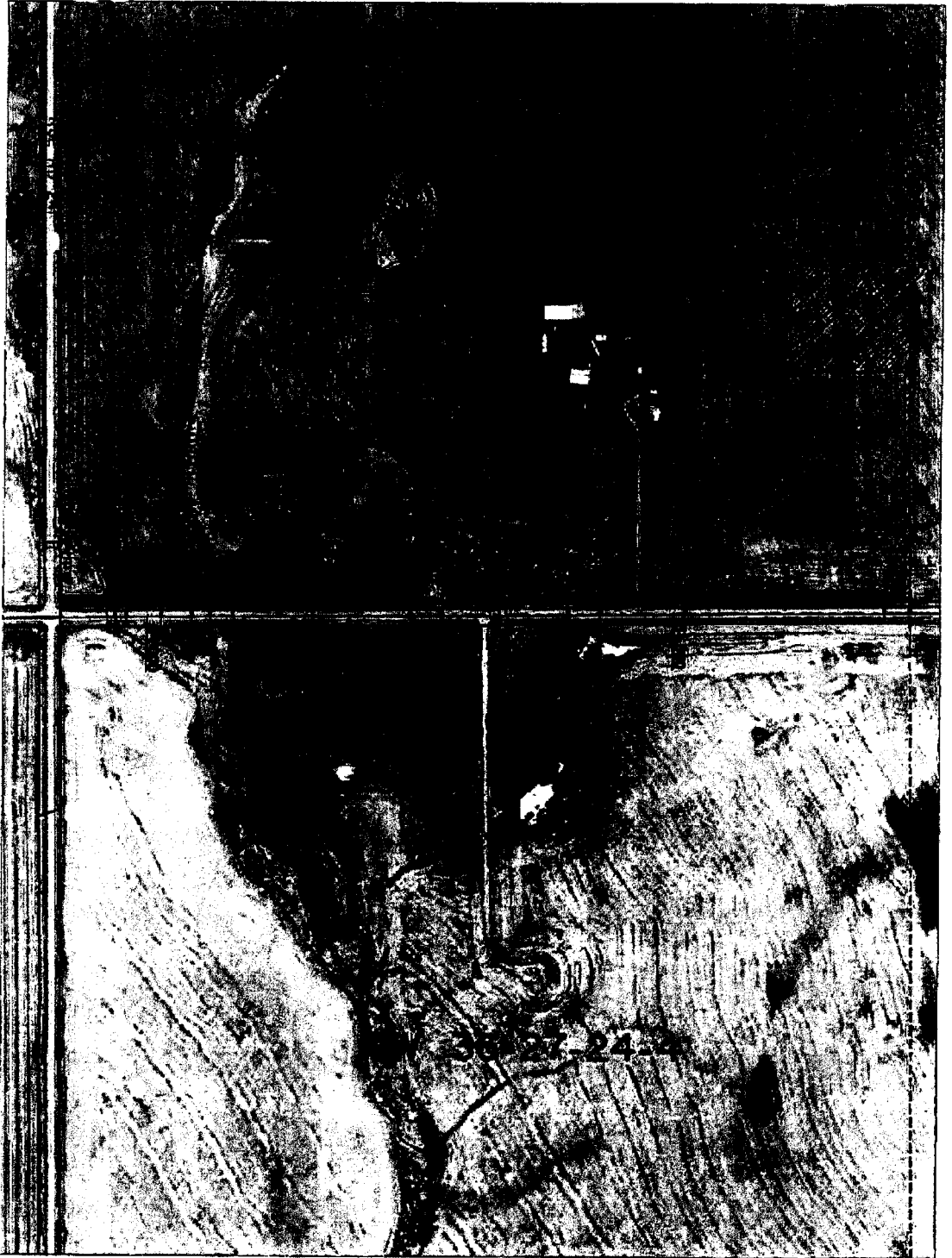
*[Signature]*  
Landowner Signature

\_\_\_\_\_  
Witness

*[Signature]*  
Wheatland County

\_\_\_\_\_  
Landowner Signature

February 26, 2019  
Date



**SW 1-28-24-W4**



Where There's Room to Grow

**DRAWN BY**

KEN NAGLOREN

**wood.**

**JOB No.**

CT180312

**DATE**

NOVEMBER 2018

**OWNER**  
GRABO, GAIL  
BECHTHOLD, GENE  
PAULS, LAURA

**DISTURBED AREA**

| Acres             | Hectares                 |
|-------------------|--------------------------|
| +/- 2.31          | +/- 0.94                 |
| +/- 3.05          | +/- 1.24                 |
| <b>TOTAL AREA</b> | <b>+/- 5.36 +/- 2.18</b> |

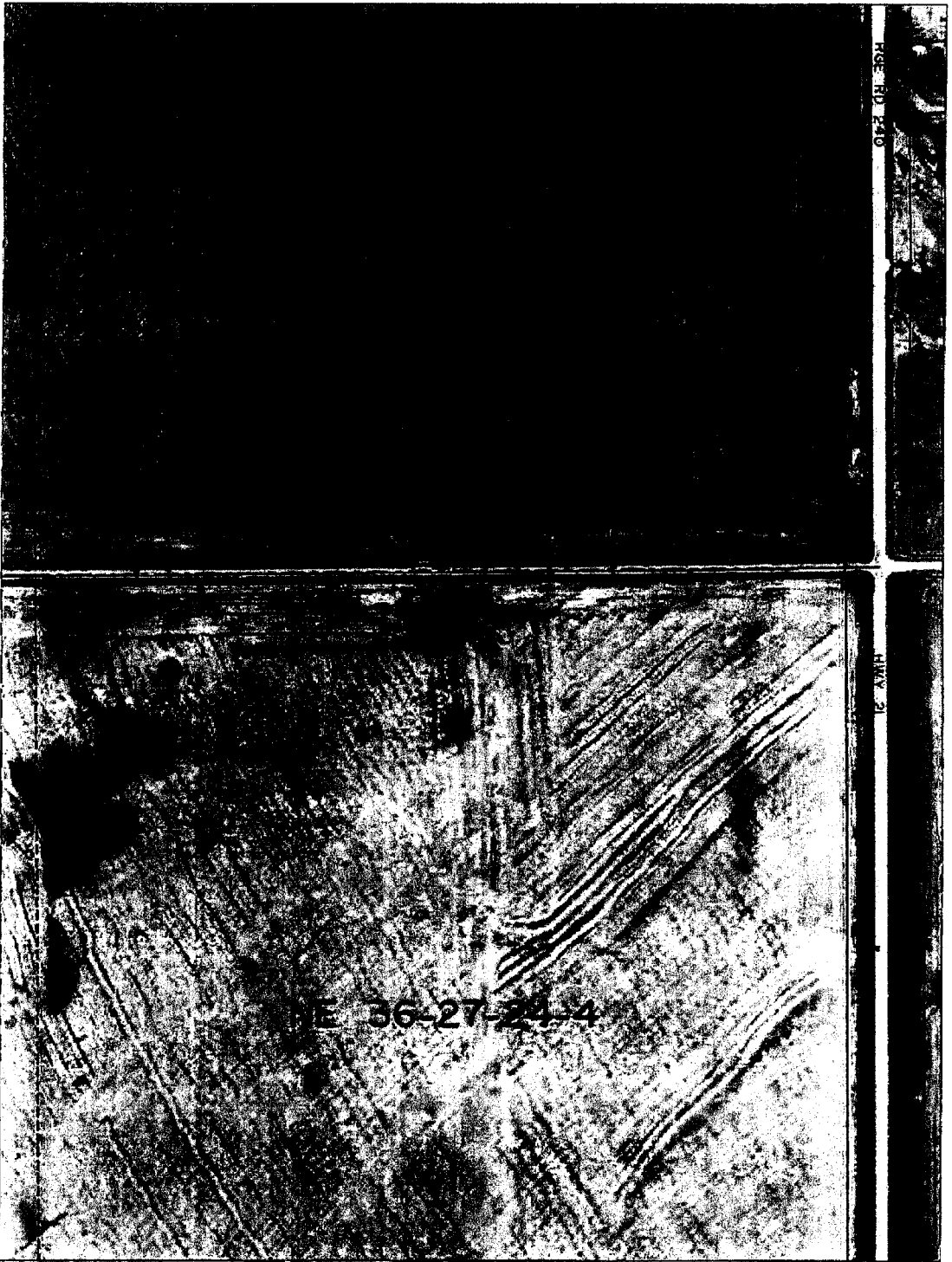
**TOWNSHIP ROAD 280  
FROM RGE RD 244 TO HWY 21  
LAND DISTURBANCE PLAN**

SCALE: 1:5000

Approved & Accepted This 11 Day of February 2018<sup>9</sup>

Owner

Witness



**SE 1-28-24-W4**

|  |              |                 |
|--|--------------|-----------------|
| <b>OWNER</b>                                   |              |                 |
| GRABO, GAIL<br>BECHTHOLD, GENE<br>PAULS, LAURA |              |                 |
| <b>DISTURBED AREA</b>                          |              |                 |
|  | <b>Acres</b> | <b>Hectares</b> |
| <b>DISTURBANCE</b>                             | +/- 1.19     | +/- 0.48        |
| <b>POSSIBLE BORROW</b>                         | +/- 3.05     | +/- 1.24        |
| <b>TOTAL AREA</b>                              | +/- 4.24     | +/- 1.72        |



Where There's Room to Grow

**TOWNSHIP ROAD 280  
FROM RGE RD 244 TO HWY 21  
LAND DISTURBANCE PLAN**

SCALE: 1:5000

**DRAWN BY**

KEN NAGLOREN

**JOB No.**

CT180312

**DATE**

NOVEMBER 2018

**wood.**

Approved & Accepted This 11 Day of February 2018

Owner

Witness

Agreement Addendum

Temporary fencing: (circle one)

Lands: SE-1-28-24-4      Yes/No  
          SW-1-28-24-4      Yes/No

Parent parcel Crop type: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tenant Info:  
\_\_\_\_\_  
- No borrow on SW 1/4  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landowner Signature  
  
\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Wheatland County

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Date  
February 26, 2019





**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  
WILLIAMS LAKE  
BRITISH COLUMBIA V2G 3M6  
AS TO AN UNDIVIDED 1/3 INTEREST

**Phone: 403-947-2134 (Gail Grabo)**

**Cell Phone:** \_\_\_\_\_

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AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

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No fences     
Initials

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| Chief Administrative Officer                      | Alan Parkin   | 403-361- 2002  | Alan.Parkin@wheatlandcounty.ca   |

IN WITNESS WHEREOF the parties have executed this Agreement this 26 day of

February 2019

Witness

Landowner Signature

Witness

Landowner Signature

Witness

Landowner Signature

Benny K. Grub

B. Grub  
Alasia  
 Wheatland County

**Topsoil Placement Release Agreement**

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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): SE & SW 1-28-24-4

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landowner Signature

*Bary K. Dush*  
\_\_\_\_\_  
Witness

*D. Grabo*  
\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landowner Signature

*[Signature]*  
\_\_\_\_\_  
Wheatland County

*February 26, 2019*  
\_\_\_\_\_  
Date



**SW 1-28-24-W4**

**OWNER  
GRABO, GAIL  
BECHTHOLD, GENE  
PAULS, LAURA**

**DISTURBED AREA**

|                   | Acres           | Hectares        |
|-------------------|-----------------|-----------------|
| DISTURBANCE       | +/- 2.31        | +/- 0.94        |
| POSSIBLE BORROW   | +/- 3.05        | +/- 1.24        |
| <b>TOTAL AREA</b> | <b>+/- 5.36</b> | <b>+/- 2.18</b> |



**WHEATLAND COUNTY**  
Where There's Room to Grow

**TOWNSHIP ROAD 280  
FROM RGE RD 244 TO HWY 21  
LAND DISTURBANCE PLAN**

SCALE: 1"=5000' 0 25 50 75 100

**DRAWN BY**

KEN NAGLOREN

**JOB No.**

CT180312

**DATE**

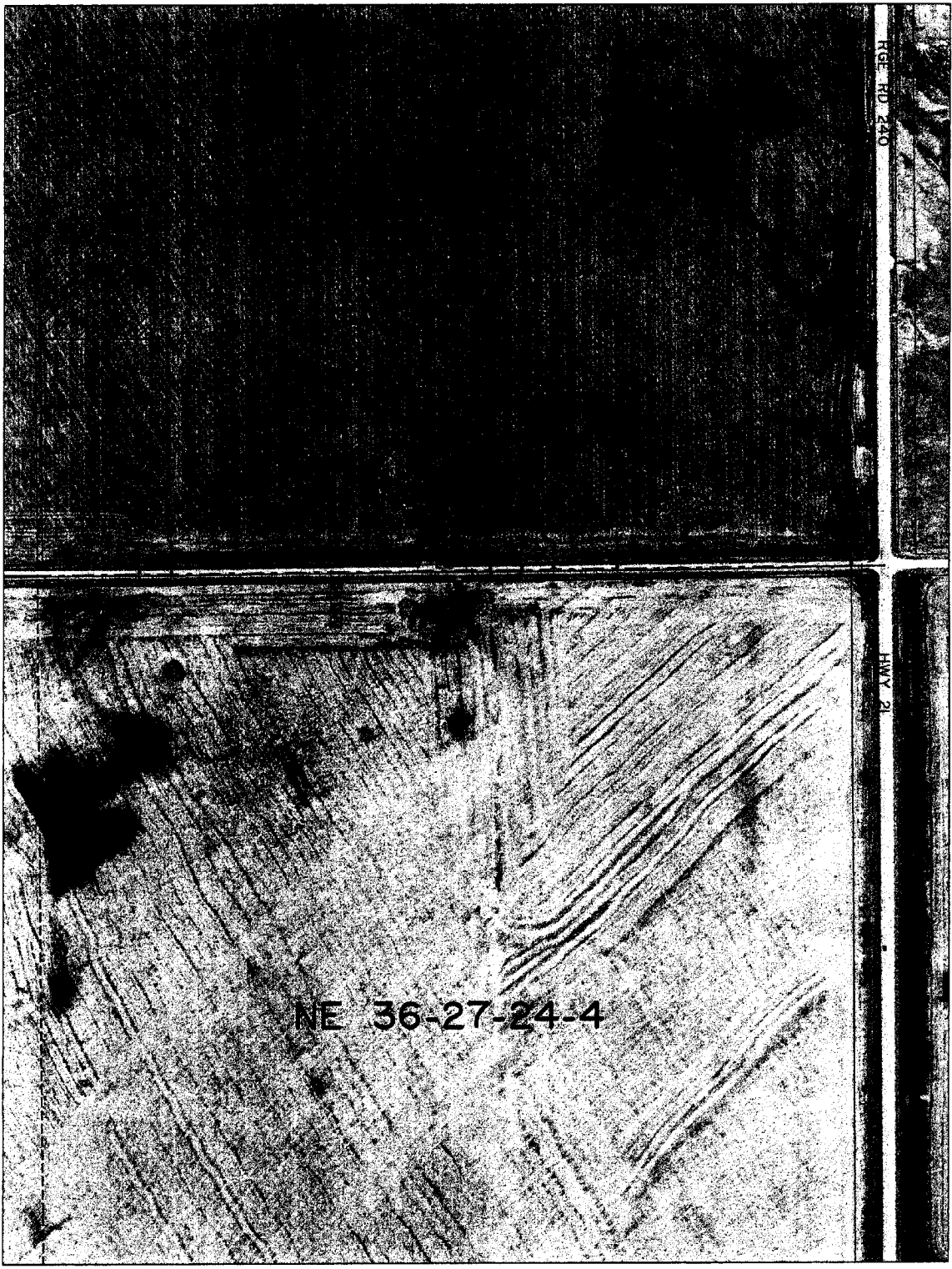
NOVEMBER 2018

**wood.**

Approved & Accepted This 26 Day of February 2018<sup>9</sup>

Owner Gail Grabo

Witness Barry K. Grabo



**SE 1-28-24-W4**

**OWNER**  
**GRABO, GAIL**  
**BECHTHOLD, GENE**  
**PAULS, LAURA**

**DISTURBED AREA**

|                   | Acres           | Hectares        |
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**WHEATLAND COUNTY**  
 Where There's Room to Grow

**TOWNSHIP ROAD 280**  
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**LAND DISTURBANCE PLAN**

SCALE: 1:5000 0 25 50 75 100

**DRAWN BY**

KEN NAGLOREN

**JOB No.**

CT180312

**DATE**

NOVEMBER 2018

**wood.**

Approved & Accepted This 26 Day of February 2018<sup>9</sup>

Owner Gail Grabo

Witness Bonny K. Grabo

Agreement Addendum

Temporary fencing: (circle one)

Lands: SE-1-28-24-4  
SW-1-28-24-4

Yes  No  
Yes  No

Parent parcel Crop type: Don't Know

→ Remove borrow from SW 1/4

Witness

Benny K. Smith  
Witness

Landowner Signature

L. Grabo  
Landowner Signature

Witness

Alaska  
Wheatland County

Landowner Signature

February 26, 2019  
Date



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**BETWEEN:**

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Hwy #1, RR#1  
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**GENE BECHTHOLD**

OF 1015 BALSAM ST  
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SP  
Initials

- 7. 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. The County will discharge any caveat registered under this agreement at the completion of the project and the registration, if required, of any survey plans.
- 8. 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 Easement Area.
- 9. 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 and wherever the singular or masculine is used throughout this grant, the same shall be construed as meaning plural or feminine or a body corporate where the context or the parties hereto so admit or require.
- 10. The County's contact list is as follows:

| Contact   | Name          | Business Phone | Email                            |
|---|---------------|----------------|----------------------------------|
| General Manager<br>Transportation and Agriculture | Mike Ziehr    | 403-361- 2008  | Michael.Ziehr@wheatlandcounty.ca |
| Manager of Operations                             | Tom Schultz   | 403-934 3284   | Tom.Schultz@wheatlandcounty.ca   |
| Construction Supervisor                           | Austin Mackay | 403-333-6884   | Austin.McKay@wheatlandcounty.ca  |
| Land Agent  | Robin Glasier | 403-361- 2015  | Robin.Glasier@wheatlandcounty.ca |
| Chief Administrative Officer                      | Alan Parkin   | 403-361- 2002  | Alan.Parkin@wheatlandcounty.ca   |

IN WITNESS WHEREOF the parties have executed this Agreement this 26 day of

February 2019

Witness

Allen Pauls  
Witness

Landowner Signature

Laura Pauls  
Landowner Signature

Witness

Landowner Signature

R Glasier  
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): SE & SW 1-28-24-4

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landowner Signature

Allen Pauls  
\_\_\_\_\_  
Witness

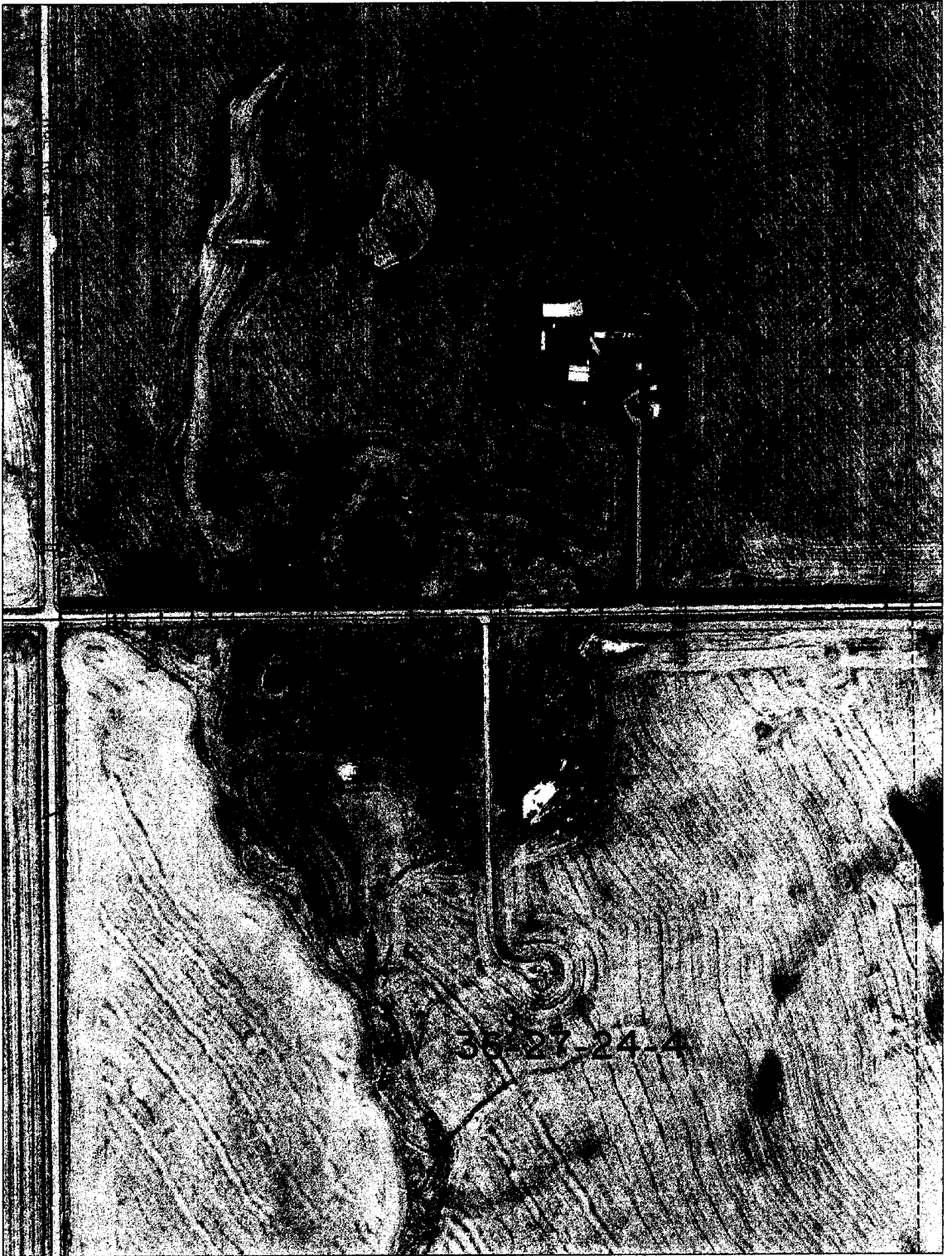
Laura Pauls  
\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landowner Signature

Collasui  
\_\_\_\_\_  
Wheatland County

February 26, 2019  
\_\_\_\_\_  
Date



**SW 1-28-24-W4**

**OWNER  
GRABO, GAIL  
BECHTHOLD, GENE  
PAULS, LAURA**

**DISTURBED AREA**

| Acres             | Hectares        |
|-------------------|-----------------|
| +/- 2.31          | +/- 0.94        |
| +/- 3.05          | +/- 1.24        |
| <b>TOTAL AREA</b> | <b>+/- 5.36</b> |

+/- 2.31 +/- 0.94

+/- 3.05 +/- 1.24

**TOTAL AREA** +/- 5.36 +/- 2.18



**WHEATLAND COUNTY**  
Where There's Room to Grow

**TOWNSHIP ROAD 280  
FROM RGE RD 244 TO HWY 21  
LAND DISTURBANCE PLAN**

SCALE: 1:5000 0 25 50 75 100

**DRAWN BY**

KEN NAGLOREN

**JOB No.**

CT180312

**DATE**

NOVEMBER 2018

**wood.**

Approved & Accepted This

1<sup>st</sup>

Day of

February

2018 9

Owner

Laura Pauls

Witness

Allen Pauls

RGE RD 244

HWY 21

NE 36-27-24-4

SE 1-28-24-W4

|  |          |                |
|--|----------|----------------|
| OWNER  |          |                |
| GRABO, GAIL<br>BECHTHOLD, GENE<br>PAULS, LAURA |          |                |
|  |          | DISTURBED AREA |
|  | Acres    | Hectares       |
| DISTURBANCE                                    | +/- 1.19 | +/- 0.48       |
| POSSIBLE BORROW                                | +/- 3.05 | +/- 1.24       |
| TOTAL AREA                                     | +/- 4.24 | +/- 1.72       |



WHEATLAND COUNTY  
Where There's Room to Grow

TOWNSHIP ROAD 280  
FROM RGE RD 244 TO HWY 21  
LAND DISTURBANCE PLAN

SCALE: 1:5000 0 25 50 75 100

|          |               |
|----------|---------------|
| DRAWN BY | KEN NAGLOREN  |
| JOB No.  | CT180312      |
| DATE     | NOVEMBER 2018 |

wood.

Approved & Accepted This 1<sup>st</sup> Day of February 2018 <sup>9</sup>

Owner Laura Pauls

Witness Allen Pauls

Agreement Addendum

Temporary fencing: (circle one)

Lands: SE-1-28-24-4  
SW-1-28-24-4

Yes/No  
Yes/No

Parent parcel Crop type: unknown

- Remove borrow on SW 1/4.

Witness

Allen Pauls  
Witness

Landowner Signature

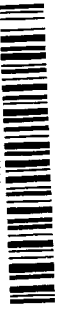
Laura Pauls  
Landowner Signature

Witness

Blaser  
Wheatland County

Landowner Signature

February 26, 2019  
Date



191046914

191046914 REGISTERED 2019 03 07  
CAVE - CAVEAT  
DOC 1 OF 1 DRR#: A099FCE ADR/CHACMILL  
LINC/S: 0038137592 +