



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0036 808 301 5;6;57;12;;3,5,6 212 005 747

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 6 TOWNSHIP 57
SECTION 12
THE WHOLE OF LEGAL SUBDIVISIONS 5 AND 6
AND THE EAST HALF OF LEGAL SUBDIVISION 3
CONTAINING 40.39 HECTRES (99.80 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A) PLAN 825RS	ROAD	0.202	0.50	(E1/2 L.S.D.3)
B) PLAN 1523871	SUBDIVISION	3.78	9.34	(E1/2 L.S.D.3)

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: LAC STE. ANNE COUNTY

REFERENCE NUMBER: 152 334 507

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
212 005 747	09/01/2021	TRANSFER OF LAND	\$239,000	SEE INSTRUMENT

OWNERS

DANIEL LUKE RIDDELL
OF P.O. BOX 780
SANGUDO
ALBERTA T0E 2A0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
852 093 348	09/05/1985	UTILITY RIGHT OF WAY GRANTEE - STE ANNE NATURAL GAS CO-OP LIMITED.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

212 005 747

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

072 715 504 10/12/2007 CAVEAT
RE : CONSERVATION EASEMENT
CAVEATOR - LAC STE. ANNE COUNTY.
BOX 219
SANGUDO
ALBERTA T0E2A0

152 252 771 19/08/2015 CAVEAT
RE : ROADWAY
CAVEATOR - LAC STE. ANNE COUNTY.
BOX 219
SANGUDO
ALBERTA T0E2A0

212 005 748 09/01/2021 RELEASE OF DOWER RIGHTS
BY - LANA M RIDDELL

212 005 749 09/01/2021 MORTGAGE
MORTGAGEE - SERVUS CREDIT UNION LTD.
151 KARL CLARK ROAD NW
EDMONTON
ALBERTA T6N1H5
ORIGINAL PRINCIPAL AMOUNT: \$236,000

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 15 DAY OF JULY,
2026 AT 12:41 P.M.

ORDER NUMBER: 57770037

CUSTOMER FILE NUMBER: CLHBID



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

072715504

ORDER NUMBER: 57770142

ADVISORY

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CAVEAT RE: ENVIRONMENTAL CONSERVATION EASEMENT

TAKE NOTICE that Lac Ste. Anne County has an estate or interest in the nature of a GRANTEE RE: ENVIRONMENTAL CONSERVATION EASEMENT pursuant to Section 22 of the Environmental Protection and Enhancement Act, as amended, in the lands described as follows:

THE WHOLE OF LEGAL SUBDIVISIONS FIVE (5) AND SIX (6) AND THE
EAST HALF OF LEGAL SUBDIVISION THREE (3) AND THE WEST HALF
OF LEGAL SUBDIVISION FOUR (4) ALL OF SECTION TWELVE (12)
TOWNSHIP FIFTY SEVEN (57)
RANGE SIX (6)
WEST OF THE FIFTH MERIDIAN
CONTAINING 48.5 HECTARES (119.80 ACRES) MORE OR LESS
EXCEPTING THEREOUT : THE EAST HALF OF LEGAL SUBDIVISION
THREE (3) CONTAINING 0.202 HECTARES (0.50 ACRES) MORE OR LESS
FOR ROAD AS SHOWN ON ROAD PLAN 825RS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

EXCEPTING THEREOUT ALL MINES AND MINERALS

standing in the register in the name(s) of

DONALD MICHAEL SZYBUNKA

AND

LENA M SZYBUNKA

and the Caveator forbids the registration of any person as transferee or owner of, or any instrument affecting, the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to my claim.

I APPOINT Lac Ste. Anne County
 Box 219
 Sangudo, Alberta, T0E 2A0

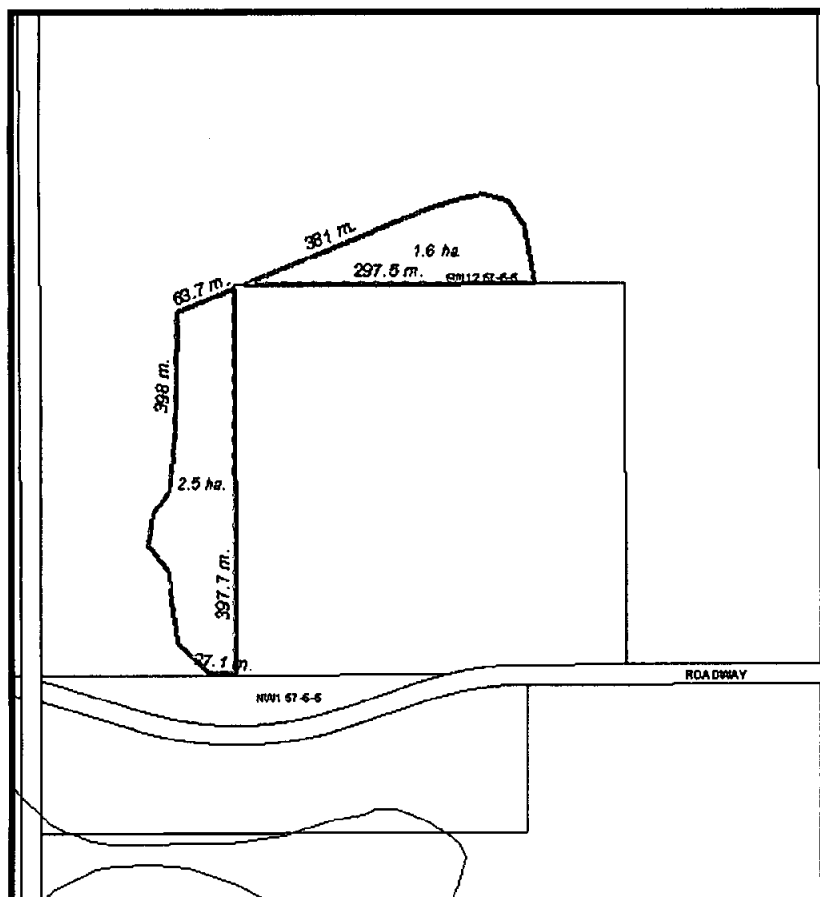
as the place at which notices and proceedings relating hereto may be served.

SCHEDULE B

The Environmental Conservation Easement Area includes:

- 1) All that land described below within the said lands described in 1.2.

THE WHOLE OF LEGAL SUBDIVISIONS FIVE (5) AND SIX (6) AND THE
EAST HALF OF LEGAL SUBDIVISION THREE (3) AND THE WEST HALF
OF LEGAL SUBDIVISION FOUR (4) ALL OF SECTION TWELVE (12)
TOWNSHIP FIFTY SEVEN (57)
RANGE SIX (6)
WEST OF THE FIFTH MERIDIAN
CONTAINING 48.5 HECTARES (119.80 ACRES) MORE OR LESS
EXCEPTING THEREOUT : THE EAST HALF OF LEGAL SUBDIVISION
THREE (3) CONTAINING 0.202 HECTARES (0.50 ACRES) MORE OR LESS
FOR ROAD AS SHOWN ON ROAD PLAN 825RS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME



ENVIRONMENTAL CONSERVATION EASEMENT

SCHEDULE "B"

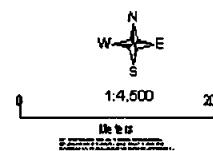
Low Area circa September 2000

APPROX. 4.1 HECTARES

AFFECTING
PART
SW12-57-6-5

Legend

- Streams
- E_Con_Easements
- Dimension

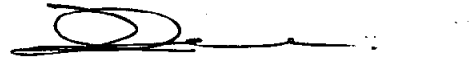


AFFIDAVIT IN SUPPORT OF CAVEAT

I, Len Szybunka, make oath and say as follows:

1. THAT I am the agent for the caveator.
2. THAT I believe the caveator has a good and valid claim upon the land, 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 with it.

SWORN BEFORE me in the
Village of Sangudo,
in the Province of Alberta, the
5th day of NOVEMBER, 2007.



Len Szybunka
Signing Authority on behalf of
Lac Ste. Anne County



A Commissioner for Oaths in and for the
PROVINCE OF ALBERTA

Catherine Mary Carter Expires/ Feb 22, 2010

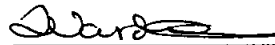
AFFIDAVIT OF WITNESS

Canada) I, Tanya Vanderwell
Province of Alberta) of the Hamlet of Sangudo
To Witness) in the Province of Alberta

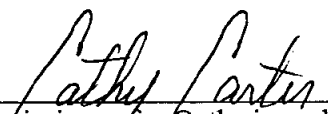
MAKE OATH AND SAY:

1. That I was personally present and did see LEN SZYBUNKA, named in the above instrument, who is personally known to me to be the person named therein, and duly sign and execute the same for the purposes therein.
2. That the same was executed on the 5th Day of NOVEMBER, A.D., 2007 at the Hamlet of Sangudo, in the said Province of Alberta and I am the subscribing witness thereto.
3. That I know the said LEN SZYBUNKA and he is, in my belief, of the full age of twenty-one years.

SWORN BEFORE me at the Hamlet of Sangudo, in the Province of Alberta, this 5th day of NOVEMBER A.D., 2007.



Tanya Vanderwell, Witness


A Commissioner for Oaths in and for the
PROVINCE OF ALBERTA
Catherine Mary Carter Expires/ Feb 22, 2010

CONSERVATION EASEMENT AND GRANT

BETWEEN:

DONALD MICHAEL SZYBUNKA & LENA M SZYBUNKA

(the "Grantor")

and

LAC STE. ANNE COUNTY

(the "Grantee")

PREAMBLE

This Conservation Easement has been granted for the following purposes:

- a) the protection, conservation and enhancement of the environment including, without limitation, the protection, conservation and enhancement of biological diversity;
- b) the protection, conservation and enhancement of natural scenic or aesthetic values;

PART 1: Parties Acknowledgements and Agreements

1.1 All words used in the Agreement which are defined in the conservation easement provisions of the *Environmental Protection and Enhancement Act* have the meanings assigned in those provisions, a copy of which is attached as Schedule "A".

1.2 The Grantor is the registered owner of the following:

THE WHOLE OF LEGAL SUBDIVISIONS FIVE (5) AND SIX (6) AND THE
EAST HALF OF LEGAL SUBDIVISION THREE (3) AND THE WEST HALF
OF LEGAL SUBDIVISION FOUR (4) ALL OF SECTION TWELVE (12)
TOWNSHIP FIFTY SEVEN (57)
RANGE SIX (6)
WEST OF THE FIFTH MERIDIAN
CONTAINING 48.5 HECTARES (119.80 ACRES) MORE OR LESS
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THREE (3) CONTAINING 0.202 HECTARES (0.50 ACRES) MORE OR LESS
FOR ROAD AS SHOWN ON ROAD PLAN 825RS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

1.3 The Grantee is a qualified organization.

1.4 The Grantor has agreed to grant the Grantee a conservation easement in respect of that portion of the Lands described on the attached Schedule "B" (the Conservation Easement Area).

1.5 The Grantee may consider the land area consisting of the Conservation Easement Area to satisfy the municipal and/or school reserve dedication requirements specified in Division 8 and Division 9 of the *Municipal Government Act*, for as long as this Agreement, and all parts, provisions and elements of it, remain in effect. Any discharge or modification of this Agreement including to any element of the conservation easement by a party other than the Grantee without the Grantee's express written consent, shall result in the Grantee being eligible to require dedication of reserve lands at the time of future subdivision in accordance with the provisions of the *Municipal Government Act*.

PART 2: Grant and terms of conservation easement

- 2.1 The Grantor hereby grants to the Grantee by way of this Agreement a conservation easement to run with the Lands.
- 2.2 The Grantor grants the conservation easement until such time as the agreement described under Section 1.2 above and/or in Schedule "B" is amended or discharged.
- 2.3 The Grantor grants and gives this conservation easement to the Grantee freely, voluntarily, without any consideration or conditions, under seal, by way of a gift except where specified under this Agreement.
- 2.4 The purpose of the conservation easement is the protection, conservation and enhancement of the environment of the Conservation Easement Area.
- 2.5 The Grantor agrees that each of the following covenants, agreements and restrictions constitutes an element of the conservation easement granted to the Grantee:

Vegetation Disturbance

- A.1 Except as permitted in clause A2, the Grantor shall not conduct, pursue or permit the cutting, removal, or destruction of vegetation, including trees, shrubs or forbes, on the Conservation Easement Area, except as required by law or with the prior express written consent of the Grantee.
- A.2. The land owner may remove vegetative deadfall (i.e., fallen and dead trees) where the land owner considers the vegetative deadfall to have the potential to be a wildfire hazard or where the vegetative deadfall may result in damage to physical improvements located within or adjacent to the environmental conservation easement area.
- A.3 Mowing of grasses and/or grazing of livestock shall be prohibited except where jointly consented to by the Grantor and the Grantee and/or where the said grasses are determined to be noxious weeds as defined under the Weed Control Act. Existing hayfield may be mowed and harvested.

Pollution

- B. The Grantor shall not conduct, pursue, or permit any uses or activities that would pollute or degrade the shorelines, water courses or bodies of water on or under the Conservation Easement Area, the Parties agreeing that the Grantee in its reasonable opinion may determine to which uses or activities this element applies.

Chemical Spraying

- C. The Grantor shall not conduct, pursue, or permit any application or deposit of any chemical herbicides, pesticides or fertilizers, or other chemicals on the Conservation Easement Area except as required by law, and then only in the amounts and with the frequency of application which constitutes the minimum necessary to accomplish compliance with law.

Excavations

- D. Except as otherwise permitted by this Agreement the Grantor shall not conduct, pursue, or permit any soil disturbance, excavating, dredging, or mining of sand, gravel, or rock or other material on the Conservation Easement Area.

Refuse

- E. The Grantor shall not place or permit the placement of garbage, waste, debris or refuse on the Conservation Easement Area.

Hunting, Trapping

- F. The Grantor may allow limited hunting and trapping for the purpose of habitat management. Hunting and firearm restrictions adopted by the County shall also apply to the easement lands.

Motorized Vehicles

- G. The Grantor shall not operate or permit the operation of motor vehicles of any kind on the Conservation Easement Area except as required by law, or as expressly authorized by the Grantee in writing, to permit motorized access by the Grantee or its authorized representative to the Conservation Easement Area to monitor or enforce this Agreement.

Notice of processes relating to potential land disturbance or reclamation

- H. The Grantor agrees to give the Grantee prompt notice of any proposals or processes of which the Grantor becomes aware relating to any energy or utility, applications, reclamation, or other activities which may have any impact on the Conservation Easement Areas, in order to give the Grantee opportunity to participate in relevant processes. The parties acknowledge that the proposals or processes include but are not limited to applications to or proceedings under the Alberta Energy and Utilities Board, the Natural Resources Conservation Board, the National Energy Board, or applications or any proceedings under the *Environmental Protection and Enhancement Act*.

Future Development

- I. Any future development within the easement lands shall require the express written approval of Lac Ste. Anne County and the landowner. All development shall take place with due consideration to the preservation of the environmental qualities of the conservation area. Development shall be generally limited to trails a maximum of 2.0 metres in width, benches and viewing platforms that are constructed in an environmentally friendly and aesthetically pleasing manner.

Surface access for exploration

- J. The Grantor shall not permit any access to the Conservation Easement Area required under the *Forests Act*, *Mines and Minerals Act*, *Public Highways Development Act*, *Public Lands Act*, *Exploration Regulation (Alta. Reg. 32/90)* or other legislation relevant to access to the Conservation Easement Area without first obtaining the written consent of the Grantee.

PART 3: Enforcement

- 3.1 The conservation easement may be enforced by the Grantee, or by such other person appointed in accordance with section 22.1 of the *Environmental Protection and Enhancement Act* (the Grantee or appointed person herein called the *Enforcer*).
- 3.2 The Enforcer under 3.1 or its authorized representative may enter upon the Lands to access the Conservation Easement Area or monitor compliance with this agreement at any time with the Grantor's permission, or otherwise, at reasonable times, upon two-day written notice to the Grantor.
- 3.3 The Enforcer may, without reasons, determine not to enforce any or all of the covenants herein contained without liability. Any failure to enforce or strictly enforce any of the covenants in this Agreement shall not constitute a waiver of or abrogate any of the covenants or elements of this Agreement.
- 3.4 The provisions and elements of this Agreement are enforceable jointly and severally.
- 3.5 This Agreement may be enforced upon the default of the Grantor of any provision or element herein, regardless of the degree or significance of the breach or default.

Notwithstanding the above, should the amount and/or cost of enforcement required to remedy a default of the agreement be considered excessive by either the Grantor or the Grantee, this agreement may be terminated by the Grantee with or without the consent of the Grantor.

- 3.6 Without derogating from any other rights of the Enforcer, in addition to any other rights herein, if the Enforcer reasonably believes that default will occur the Enforcer may apply to the Courts for injunctive relief to prohibit or prevent default or the continuance of default.

- 3.7 The rights of the Enforcer given in this Part are continuing and may be exercised from time to time, and as many times, as the circumstances may require.

PART 4: Assessments, taxes, costs, and damages

- 4.1 The Grantor agrees to pay all real property taxes and assessments levied by a competent authority against the Lands, including as that does, the Conservation Easement Area.
- 4.2 Except as expressly agreed to in writing by the Grantee from time to time, the Grantor agrees to:
- A. maintain the Conservation Easement Area in accordance with this Agreement, and subject to obtaining any consents required by this Agreement, promptly repair any damage to the Conservation Easement Area caused by breach of this Agreement, including, but not limited to damage to improvements or fences within the Conservation Easement Area, and
 - B. bear all costs and liabilities of any kind relating to the operation, upkeep, maintenance, restoration, and repair of the Conservation Easement Area, including, but not limited to improvements and fences, and the Grantor does hereby indemnify and hold the Grantee harmless therefrom.
- 4.3 In the event of a dispute as to the precise physical boundaries of the Conservation Easement Area the Parties agree that all costs associated with determining the precise physical boundaries shall be paid as follows:
- A. Where the dispute arose by virtue of the Grantor carrying on activities within the disputed area which in the Grantee's or Enforcer's opinion violated this Agreement.
 - i. by the Grantor, where determination of the precise physical boundaries proved that the activities did occur within the boundaries of the Conservation Easement Area;
 - ii. by the Grantee, where determination of the precise physical boundaries proved that the activities did not occur within the boundaries of the Conservation Easement Area;
 - iii. prorated between the Grantor and Grantee in accordance with 4.3 (I) and (ii) where determination of the precise physical boundaries proved that the activities partially occurred within the boundaries of the Conservation Easement Area;
 - B. In any other case, by the Party desiring to precisely determine the physical boundaries.
- 4.4 All remedies provided herein or at law or in equity shall be cumulative and not exclusive.
- 4.5 The Parties agree that any costs incurred by the Grantee or other Enforcer in enforcing, judicially or otherwise, any terms of this Agreement against the Grantor, including, without limitation, litigation costs, lawyers fees and disbursements, and any costs of restoration or replacement necessitated by the violation of the terms of this Agreement by the Grantor, shall be borne by the Grantor.

- 4.6 The Parties acknowledge that damages based on market value will not usually adequately compensate for damage to ecological integrity, habitat alteration or other environmental harm.
- 4.7 Accordingly, the Parties agree that if required to adequately compensate the Grantee for violations of this Agreement, damages may be based on restoration or replacement costs, whichever, in the opinion of the Court shall better compensate the Grantee.
- 4.8 All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

PART 5: Statutory Plans (Municipal Government Act)

- 5.1 For the purpose of this section, a statutory plan shall mean an Area Structure Plan, Municipal Development Plan, or, Intermunicipal Development Plan adopted by bylaw under Part 17 of the Municipal Government Act, R.S.A. 2000, Chapter M-26.1.
- 5.2 The Grantor shall not conduct any land use or erect any building on the conservation easement area which is in conflict with a statutory plan affecting the said lands.
- 5.3 Where a provision of this environmental conservation easement conflicts with a provision(s) of a statutory plan, the relevant provisions of the statutory plan shall prevail.

PART 6: Assignment

- 6.1 The Grantor may advise the Grantee at any time of his or her preferences for a substitute qualified organization in the event that the Grantor considers the re-assignment the conservation easement. The Grantee shall take into account any such preference of the Grantor in the event the Grantee decides to assign this conservation easement.
- 6.2 Re-assignment of this conservation easement may only be considered by the Grantee where it is assured that the requirements of the Grantee are maintained by the substitute qualified organization and the provision that the former Grantee (County) be signatory to the easement under the substitute organization when required by the said former Grantee.
- 6.3 Notwithstanding the above, written agreement between both the Grantor and the Grantee shall be required before this agreement can be re-assigned to a substitute organization.

PART 7: Notices

- 7.0 All notices under this Agreement shall be in writing and sent by registered or certified mail as follows:

To the Grantor at:

DONALD MICHAEL SZYBUNKA

AND

LENA M SZYBUNKA

BOTH OF:

BOX 391

SANGUDO

ALBERTA T0E 2A0

AS JOINT TENANTS

To the Grantee at:

Lac Ste. Anne County, Box 219, Sangudo, Alberta T0E 2A0

A party may change its address for service by notice to the other Party.

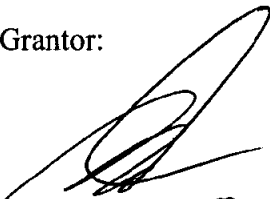
PART 8: General

- 8.0. The parties may by mutual agreement in writing resolve any dispute on any matter contained in or arising out of this Agreement by arbitration in accordance with the Alberta Arbitration Act. However, a notice in writing by one Party to the other at any time prior to the commencement of arbitration that the Party does not wish to resolve a matter by arbitration is sufficient evidence of lack of mutual agreement. For better certainty, the Parties acknowledge and agree that prior to making an application for an arbitration process the Parties will use all reasonable efforts to resolve the dispute by mutual agreement.
- 8.1. Where the context so requires, appropriate number or gender is deemed to be expressed.
- 8.2. The provision of this Agreement shall be liberally construed to effect its purposes.
- 8.3. Each element and provision of this conservation easement is severable and the invalidation or discharge of any one or more of them shall not invalidate or discharge any other element or provision herein. In case any term, covenant, provision, phrase, section, or other element contained in this Agreement for any reason shall be held invalid, illegal, or unenforceable in any respect, the same shall not affect, alter, modify, or impair in any manner whosoever any other application thereof or any other term, covenant, provision, phrase, section, or other element contained in this Agreement, the provisions of which shall be carried out as if such invalid, illegal, or unenforceable provision were not contained herein.

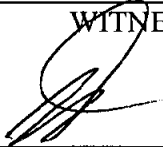
- 8.4. This Agreement remains enforceable notwithstanding any change in local planning or change in the planning classification of the areas comprising the Lands or the Conservation Easement Area.
- 8.5. This Agreement remains enforceable notwithstanding any changes in particular species currently using the Lands or the Conservation Easement Area as habitat, or changes in habitat types. This provision recognizes that ecosystems are vital systems changing with time and circumstances.
- 8.6. Every person who now owns or acquires any right, title, or interest in or to any portion of the Lands containing all of or any portion of the Conservation Easement Area is and shall be conclusively deemed to have consented and agreed to every term, covenant, condition, and restriction contained herein, whether or not any reference to the Agreement is contained in the instrument by which such person acquired an interest in the Lands.
- 8.7. Every section of this Agreement and the Schedules hereto incorporated herein constitute a part of this conservation easement Agreement.
- 8.8. This conservation easement Agreement shall be construed in accordance with the laws of Alberta.
- 8.9. Time shall, in all respects, be of the essence of this Agreement.

IN WITNESS WHEREOF the Grantor and the Grantee have executed this Conservation Easement Grant and Agreement under seal this 1 day of Nov, 2007.

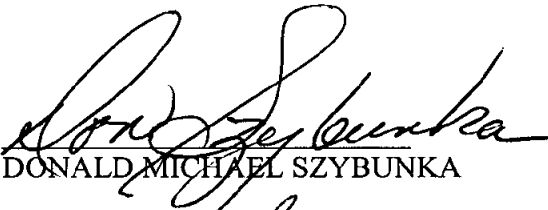
As to the Grantor:



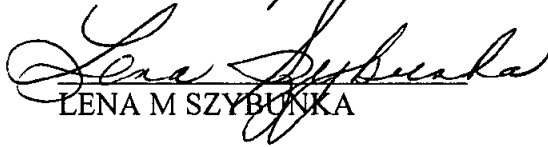
WITNESS NAME



WITNESS NAME

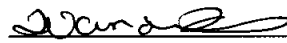


DONALD MICHAEL SZYBUNKA

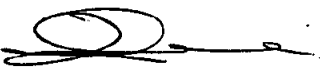


LENA M SZYBUNKA

As to the Grantee:



WITNESS NAME



(SEAL)
Len Szybunka
Signing Authority on behalf of
Lac Ste. Anne County

SCHEDULE A

DEFINITIONS

In this Regulation (Alberta Regulation 215/96) Environmental Protection and Enhancement Act, Conservation Easement Registration Regulation:

1. "Act" means the *Environmental Protection and Enhancement Act*,
2. "agreement" means an agreement made in Accordance with section 22.1 of the Act,
3. "conservation easement" means a conservation easement as defined in section 2.1(1)(b) of the Act,
4. "grantee" means a grantee as defined in section 22.1(1)(c) of the Act,
5. "grantor" means a grantor as defined in section 22.1(1)(d) of the Act,
6. "qualified organization" means a qualified organization as defined under section 22.1(1)(e) of the Act;
7. "Registrar" means the Registrar of Land Titles under the Land Titles Act or the Registrar of the Metis Settlements Land Registry under the Metis Settlement Act, as the case may be,
8. "registration" means registration of an agreement in accordance with 22.2 of the Act,

In the Environmental Protection and Enhancement Act:

1. "biological diversity" means the variability among living organisms and the ecological complexes of which they are a part, and includes diversity within and between species and ecosystems;
2. "conservation easement" means a conservation easement granted under this section;
3. "grantee" means the recipient of a conservation easement, and includes a successor, assignee, executor, administrator, receiver, receiver-manager, liquidator and trustee of the grantee;
4. "grantor" means the person who grants a conservation easement, and includes a successor, assignee, executor, administrator, receiver, receiver-manager, liquidator and trustee of the grantor;

SCHEDULE "A"

Page 2

1. "qualified organization" means:

- (a) the Government
- (b) a Government agency,
- (c) a local authority, or
- (d) a body corporate that
 - (i) has as one of its objects the acquisition and holding of interests in land for purposes that are substantially the same as any of the purposes listed in subsection (2),
 - (ii) has in its constating instrument a requirement that, on or in contemplation of the winding-up of the body corporate, all conservation easements that the body corporate holds are to be transferred to another qualified organization, and
 - (iii) is a registered charity within the meaning of the Income Tax Act (Canada).

AFFIDAVIT OF WITNESS

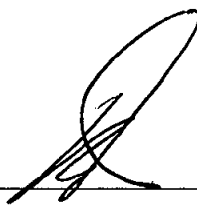
Canada)
Province of Alberta)
To Witness)

I, Marvin L. Penri
of the Town of Barrhead
in the Province of Alberta

MAKE OATH AND SAY:

1. That I was personally present and did see Donald Michael Saybunka named in the above instrument, who is personally known to me to be the person named therein, and duly sign and execute the same for the purposes therein.
2. That the same was executed on the 1st Day of Nov, A.D., 2007, at the Town of Barrhead, in the said Province of Alberta and I am the subscribing witness thereto.
3. That I know the said parties and her, in my belief, of the full age of twenty-one years.

SWORN BEFORE me at the Town of Barrhead, in the Province of Alberta, this 1 day of Nov A.D., 2007.



Witness



A Commissioner for Oaths in and for the
PROVINCE OF ALBERTA

NADINE PEARL HOLSTED
Commissioner for Oaths
S.8 05 July 2009

DATED this 5th Day of NOVEMBER 2007.



NAME
Witness



Len Szybunka
Signing Authority on behalf of
Lac Ste. Anne County



072715504

072715504 REGISTERED 2007 12 10

CAVE - CAVEAT

DOC 1 OF 2 DRR#: 3973704 ADR/CRJONES

LINC/S: 0011588052

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

152252771

ORDER NUMBER: 57770142

ADVISORY

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CAVEAT RE: MUNICIPAL ROAD AGREEMENT

TAKE NOTICE that Lac Ste. Anne County has an estate or interest in the nature of a Municipal Road Agreement in the lands described as follows pursuant to Section 661(a) of the Municipal Government Act, R.S.A., 2000:

MERIDIAN 5 RANGE 6 TOWNSHIP 57

SECTION 12

THE WHOLE OF LEGAL SUBDIVISIONS 5 AND 6

AND THE EAST HALF OF LEGAL SUBDIVISION 3

CONTAINING 40.39 HECTRES (99.80 ACRES) MORE OR LESS

EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

A) PLAN 825RS - ROAD 0.202 0.50 (E1/2 L.S.D.3)

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

standing in the register in the name(s) of

DONALD MICHAEL SZYBUNKA

AND

LENA M SZYBUNKA

BOTH OF:

BOX 391

SANGUDO

ALBERTA T0E 2A0

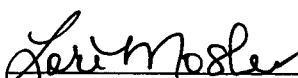
AS JOINT TENANTS

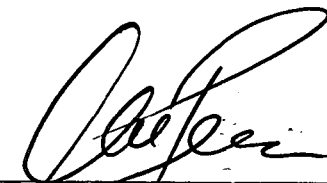
and the Caveator forbids the registration of any person as transferee or owner of, or any instrument affecting, the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to my claim.

I APPOINT Lac Ste. Anne County
 Box 219
 Sangudo, Alberta, T0E 2A0

as the place at which notices and proceedings relating hereto may be served.

DATED this 14th day of July, 2015.


Lori Mosher, Witness


Mike Primeau
Signing Authority on Behalf
of Lac Ste. Anne County

14

AFFIDAVIT OF WITNESS

Canada	)	I, Lori Mosher
Province of Alberta	)	of the Hamlet of Rochfort Bridge
To Witness	)	in the Province of Alberta

MAKE OATH AND SAY:

- (1) That I was personally present and did see Mike Primeau, named in the above instrument, who is personally known to me to be the person named therein, and duly sign and execute the same for the purposes therein.
- (2) That the same was executed on the 14 Day of July, A.D., 2015 at the Hamlet of Sangudo, in the said Province of Alberta and I am the subscribing witness thereto.
- (3) That I know the said Mike Primeau and he is, in my belief, of the full age of eighteen years.

SWORN BEFORE me at the Hamlet of
Sangudo, in the Province of Alberta, this
14 day of July A.D., 2015.

Lori Mosher
Lori Mosher, Witness

Tanya Dawn Vanderwell
A Commissioner for Oaths in and for the
PROVINCE OF ALBERTA
Tanya Dawn Vanderwell January 09, 2016

AFFIDAVIT IN SUPPORT OF CAVEAT

I, Mike Primeau, make oath and say as follows:

- (1) THAT I am the agent for the caveator.
- (2) THAT I believe the caveator has a good and valid claim upon the land, 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 with it.

SWORN BEFORE me at the Hamlet of
Sangudo, in the Province of Alberta, this
14 day of July A.D., 2015.



Mike Primeau
Signing Authority on behalf of
Lac Ste. Anne County



A Commissioner for Oaths in and for the
PROVINCE OF ALBERTA
Tanya Dawn Vanderwell January 09, 2016

MUNICIPAL ROAD AGREEMENT

THIS AGREEMENT made as of the 14 day of JULY, A.D. 2015

BETWEEN:

Lac Ste. Anne County, hereinafter called "the County"

-and-

DONALD MICHAEL SZYBUNKA AND LENA M SZYBUNKA, hereinafter called "the Owner".

WHEREAS the Owner has applied to create a subdivided parcel in the S.W. Quarter of Section 12, Township 57, Range 06, West of the Fifth Meridian, and the Subdivision Authority for Lac Ste. Anne County has approved the subdivision subject to certain conditions.

AND WHEREAS pursuant to Section 661(a) of the Municipal Government Act, Chapter M-26.1, Revised Statutes of Alberta, as amended, land for roads is required, being southernmost 17 feet (5.2 metres) parallel and adjacent to the north boundary of the adjoining public road allowance commonly known as Township Road No. 571, said road containing 0.42 hectares (1.03 acres) more or less,

AND WHEREAS the County has stated that the municipal road need not be constructed at this time,

AND WHEREAS the Registrar of the Land Titles Office has agreed to accept a descriptive plan of the subdivision in lieu of a plan of survey.

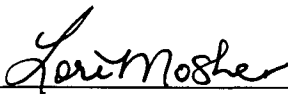
NOW THEREFORE, the Parties agree as follows:

1. In consideration of the approval of the subdivision, the Owner hereby agrees to grant to the County all his right, title, and interest in the above described municipal road right of way when and if required.
2. The County agrees to perform the necessary survey of the right-of- way, and the Owner agrees that this survey need not be performed until such time as the Department may so desire. Upon completion of the survey, the land within the service road right-of-way shall be excepted from the title to the Owner's land.
3. The Owner agrees that a Caveat may be filed with the Registrar of the Land Titles Office as a condition of this agreement.
4. Land required under this Agreement shall be compensated in accordance with the policies of the County and Section 661 and 662 of Municipal Government Act

which provides for no compensation unless otherwise agreed to by the County and the landowner.

5. The recital paragraphs form an integral part of this agreement.
6. This agreement shall enure to the benefit of and be binding on the heirs, executors, assigns, and successors of the Parties hereto, and it is the intention of the Parties that this agreement shall run with the land.

LAC STE. ANNE COUNTY

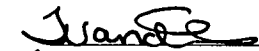


Lori Mosher, Witness



Mike Primeau
Signing Authority on Behalf
of Lac Ste. Anne County

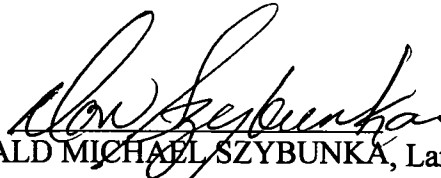
OWNER/DEVELOPER



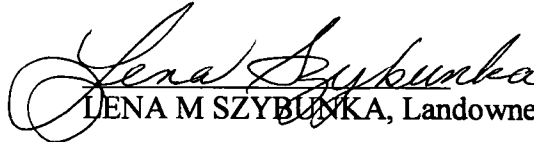
TANYA VANDERWEIL, Witness



TANYA VANDERWEIL, Witness



DONALD MICHAEL SZYBUNKA, Landowner



LENA M SZYBUNKA, Landowner



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152252771 REGISTERED 2015 08 19
CAVE - CAVEAT
DOC 1 OF 2 DR#: C0DF5B5 ADR/DK0ZAK
LINC/S: 0032916967