



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0040 578 644 6;6;71;4;SE 252 314 527

LEGAL DESCRIPTION

MERIDIAN 6 RANGE 6 TOWNSHIP 71
SECTION 4
QUARTER SOUTH EAST
CONTAINING 65.6 HECTARES (162 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 9723685 ROAD	0.407	1.01	
B) PLAN 2522576 ROAD	4.27	10.55	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF GRANDE PRAIRIE NO. 1

REFERENCE NUMBER: 162 231 314

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
252 314 527	01/12/2025	ROAD PLAN		

OWNERS

DERALD W CHMILAR
OF BOX 287
MUNDARE
ALBERTA T0B 3H0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
792 075 634	05/04/1979	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

252 314 527

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T5J2V6

"TAKES PRIORITY DATE OF CAVEAT 782095526"

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 012021760)

922 214 780 22/07/1992 UTILITY RIGHT OF WAY
GRANTEE - ALBERTA POWER LIMITED.
TAKES PRIORITY DATE OF CAVEAT NO. 902299003
1990-12-10

922 214 788 22/07/1992 DISCHARGE OF UTILITY RIGHT OF WAY 922214780
PARTIAL
EXCEPT PLAN/PORTION: 9120584

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 11 DAY OF AUGUST,
2026 AT 11:30 A.M.

ORDER NUMBER: 58045963

CUSTOMER FILE NUMBER: clh/gk



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

792075634

ORDER NUMBER: 58191265

ADVISORY

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Dated March 14 A.D. 1978

GREGORY STEMPOWSKI

Mr
TO

NORTHWESTERN UTILITIES LIMITED

RE

SE $\frac{1}{4}$ 4-71-6-W6

2/
Certificate of Title 250-Y-236

Mr
EASEMENT

APR 5 1978

792075634

R.R.#2, Grande Prairie, Alta.

REGISTER
SIMULTANEOUSLY

NORTHWESTERN UTILITIES LIMITED
10040 - 104 STREET
EDMONTON ALBERTA

Dear Creek Riverview Pinos 1978

MB-65-C18-55

E A S E M E N T

MADE the 14 day of March
BETWEEN: GREGORY STEMPOWSKI

A.D. 1978

of GRANDE PRAIRIE in the
Province of Alberta,
(hereinafter called "the Grantor")

- and -

NORTHWESTERN UTILITIES LIMITED, a body corporate,
having its head office at the City of Edmonton,
in the Province of Alberta,
(hereinafter called "the Grantee")

WHEREAS the Grantor is the owner of all that certain piece
or parcel of land lying and being in the Province of Alberta, and more
particularly described as follows:

THE SOUTH EAST QUARTER OF SECTION FOUR (4) TOWNSHIP SEVENTY ONE (71)
RANGE SIX (6) WEST OF THE SIXTH MERIDIAN, IN THE SAID PROVINCE,
CONTAINING ONE HUNDRED AND SIXTY TWO (162) ACRES MORE OR LESS, AS
SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON
THE 21ST DAY OF AUGUST A.D. 1915.

RESERVING UNTO HER MAJESTY ALL MINES AND MINERALS.

being lands described in Certificate of Title No. 250-Y-236

(hereinafter referred to as "the said land")

AND WHEREAS the Grantee desires to construct, maintain,
operate, repair and/or replace and renew a gas pipeline or pipelines
and appurtenances necessarily incidental thereto, over, across, under
and through a portion of the said land;

AND WHEREAS the Grantor has agreed to grant an exclusive
easement, over, across, under and through a portion of said land
for the purposes aforesaid;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of EIGHT HUNDRED AND EIGHTY EIGHT DOLLARS (\$ 888.00) paid by the Grantee to the Grantor (the receipt whereof the Grantor doth hereby acknowledge) and of the covenants, conditions and stipulations herein contained the Grantor does hereby grant to the Grantee an exclusive easement, over, across, under and through all that portion of the said land required for gas pipeline right of way described as follows:

FIRSTLY: ALL THAT PORTION OF THE SAID LAND WHICH LIES BETWEEN TWO LINES DRAWN PARALLEL TO THE SOUTH BOUNDARY THEREOF AND FIVE HUNDRED AND EIGHTY TWO (582) FEET AND SIX HUNDRED AND TWELVE (612) FEET RESPECTIVELY PERPENDICULARLY DISTANT NORTHERLY THEREFROM.
SECONDLY: ALL THAT PORTION OF THE SAID LAND WHICH LIES BETWEEN TWO LINES DRAWN PARALLEL TO THE EAST BOUNDARY THEREOF AND THIRTEEN HUNDRED (1300) FEET AND THIRTEEN HUNDRED AND THIRTY (1330) FEET RESPECTIVELY PERPENDICULARLY DISTANT WESTERLY THEREFROM AND WHICH LIES SOUTH OF A LINE DRAWN PARALLEL TO THE SOUTH BOUNDARY THEREOF AND FIVE HUNDRED AND EIGHT TWO (582) FEET PERPENDICULARLY DISTANT NORTHERLY THEREFROM.

hereinafter referred to as "the strip of land", for the purpose of putting down, taking up, relaying, connecting, disconnecting, erecting, repairing, maintaining, and operating a gas pipeline or pipelines and appurtenances necessarily incidental thereto from the day of this agreement and for such longer period as the Grantee shall require the said pipeline or pipelines for the conveyance of gas, subject only to the following terms and conditions, namely:

1. The Grantor covenants and agrees with the Grantee:

- (a) That upon execution of these presents and at all times thereafter, the Grantee, or any person, firm or corporation, acting on its behalf, may enter upon and occupy the strip of land with its or their agents, servants, workmen, and contractors, ~~XXXXXX~~ wagons, vehicles, machinery and equipment for the purposes aforesaid.
- (b) That he will not erect any buildings or structures upon, over, or under the strip of land without the consent of the Grantee.
- (c) That the Grantee performing and observing the covenants and conditions herein contained shall peaceably hold and enjoy all the rights, privileges, liberties, and covenants hereby granted without any hindrance and interruptions from the Grantor or any person or persons claiming by, through, under or in trust for them or any person or persons whatsoever.
- (d) That the Grantor will not grant to any person, firm or corporation, other than the Grantee, any easement, license or right of entry to or affecting the strip of land without the consent of the Grantee first had and obtained in writing. For the purposes of this paragraph the Grantor shall give to the Grantee at its office at the City of Edmonton, aforesaid, at least seven (7) days notice in writing of his intention to grant such an easement, license or right of entry setting forth in his notice the firm or person to whom the said right is to be granted and the nature of same.

2. The Grantee covenants and agrees with the Grantor:

- (a) That it will lay down, take up, relay, erect, connect, disconnect, maintain, and operate the said pipeline or pipelines in proper and workmanlike manner in accordance with good engineering practice.

- (b) That where practicable, after the installation of any pipeline or pipelines it will level off the area affected by the said installation.
- (c) That it will not fence the strip of land excepting those portions upon which appurtenances necessarily incidental to the operation of the said pipeline or pipelines are situated and which the Grantee deems to require the protection of fencing. If any time hereafter it shall be necessary for the Grantee, or any person, firm or corporation acting on its behalf, to move fences adjoining the strip of land for the purposes of installing or repairing the said pipeline or pipelines or otherwise, it will replace the said fences in the same position and in as good condition as the same were in prior to their being moved.
- (d) That it will make compensation to the Grantor for any and all damage that may be done to any buildings, fences, growing crops, machinery, or animals belonging to the Grantor and arising out of or by reason of, or in the course of construction, maintenance, operation, and repair, and/or replacement and renewal of the said pipeline or pipelines and appurtenances necessarily incidental thereto, PROVIDED THAT the Grantee shall not be liable for any damage caused through interference by anyone other than the Grantee, its officers, agents or employees, or persons acting under the authority of the Grantee, with any pipeline or pipelines or works of the Grantee laid or constructed on the strip of land.
- (e) That the Grantor shall have the right to farm the strip of land and shall have a right of ingress and egress over the same, but not so as to interfere in any manner with the use and occupation thereof by the Grantee.
- (f) That nothing herein contained shall be deemed to vest in the Grantee any right, title or interest in any mines or minerals in and under the strip of land, except only the parts thereof that are necessary to be dug, carried away, or used in the construction, maintenance, or repair of the pipeline or pipelines or works of the Grantee.
- (g) The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance and/or repairs of the said pipeline or pipelines and/or any related fixtures and appurtenances affixed to the right of way other than through willful damage or negligence by the Grantor.
- (h) The Grantee shall, upon request by the Grantor, insofar as it may be practicable to do so, strip the top soil from the ditch line prior to construction and replace it as near as possible to its original condition following construction.



- (b) That where practicable, after the installation of any pipeline or pipelines it will level off the area affected by the said installation.
- (c) That it will not fence the strip of land excepting those portions upon which appurtenances necessarily incidental to the operation of the said pipeline or pipelines are situated and which the Grantee deems to require the protection of fencing. If any time hereafter it shall be necessary for the Grantee, or any person, firm or corporation acting on its behalf, to move fences adjoining the strip of land for the purposes of installing or repairing the said pipeline or pipelines or otherwise, it will replace the said fences in the same position and in as good condition as the same were in prior to their being moved.
- (d) That it will make compensation to the Grantor for any and all damage that may be done to any buildings, fences, growing crops, machinery, or animals belonging to the Grantor and arising out of or by reason of, or in the course of construction, maintenance, operation, and repair, and/or replacement and renewal of the said pipeline or pipelines and appurtenances necessarily incidental thereto, PROVIDED THAT the Grantee shall not be liable for any damage caused through interference by anyone other than the Grantee, its officers, agents or employees, or persons acting under the authority of the Grantee, with any pipeline or pipelines or works of art, or buildings constructed on the strip of land.

3.

The Grantor and Grantee mutually covenant and agree with each other:

- (a) That this agreement shall inure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
- (b) That wherever the singular or the masculine pronouns are used throughout this agreement, the same shall be construed as meaning the plural, the feminine, or the neuter, where the context or the parties hereto so require.
- (c) That this agreement and the covenants herein contained are and shall be covenants running with the land.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal and the Grantee has caused its corporate seal to be affixed, authenticated by the signature of its proper officers, the day and year first above written.

SIGNED, SEALED and DELIVERED
by the said Grantor
in the presence of

J. W. McQuinn

GREGORY N. STENPOWSKI

NORTHWESTERN UTILITIES LIMITED

Per: Assistant Secretary

Land and Claims Agent

AFFIDAVITS REQUIRED UNDER "THE DOWER ACT" AND AMENDMENTS THERETO

CONSENT OF SPOUSE

I, -----being married to the
within named -----do hereby give my consent to
the disposition of our homestead, made in this (or the annexed) instrument,
and I have executed this document for the purpose of giving up my life estate
and other dower rights in the said property given to me by the Dower Act, 1948,
to the extent necessary to give effect to the said disposition.

Signature of Spouse

CERTIFICATE OF ACKNOWLEDGMENT OF SPOUSE

1. This document was acknowledged before me by -----
apart from her husband (his wife).
2. -----acknowledged to me that she (he),
 - (a) is aware of the nature of the disposition (or agreement);
 - (b) is aware that the Dower Act, 1948, gives her (him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
 - (c) consents to the disposition (or agreement) for the purpose of giving up the life estate and the other dower rights in the homestead given to her (him) by The Dower Act, 1948, to the extent necessary to give effect to the said disposition (or agreement);
 - (d) in executing the document freely and voluntarily without any compulsion on the part of her husband (his wife).

DATED at -----In the Province of-----
this-----day of-----, 19

I, GREGORY STEMPOWSKI of GRANDE PRAIRIE
in the Province of ALBERTA make oath and say:

- (Occupation)
1. That I am the Grantor named in the within instrument.
 2. ~~That I am~~ ^{THAT I AM} (my principal is) not married.

OR

for
~~That neither myself nor my spouse has resided on the within-mentioned land
at any time since our (their) marriage.~~

SWORN before me at Grande Prairie
in the Province of Alberta *by Deputy*
this 22nd day of March A.D. 1979..)

J. W. M. McGuire
Commissioner for Oaths

CANADA) I, J. W. M. McGuire
) of Edmonton
PROVINCE OF ALBERTA)
) in the Province of Alberta,
TO WIT)
) make oath and say:

1. THAT I was personally present and did see _____

GREGORY STEMPOWSKI
named in the within instrument, who is personally known to me to be the person
named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at the _____
Grande Prairie in the Province of Alberta, and that I
am the subscribing witness thereto.

3. THAT I know the said GREGORY STEMPOWSKI
and he is in my belief of the full age of eighteen years.

SWORN before me at Grande Prairie
In the Province of Alberta, this } J. W. M. McGuire
... 22nd day of March A.D., 1979..)

M. D. Rand
A Commissioner for Oaths in and for
the Province of Alberta

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

922214780

ORDER NUMBER: 58191265

ADVISORY

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922214780 REGISTERED 1992 07 22
UTRW - UTILITY RIGHT OF WAY
DOC 1 OF 2 DRR#: 4358301 ADR/CMICHETT
LINC/S: 0015421514

OUR COMPANY NO. 6-6-71-4 S

DATE _____

1/3cm.

RE: SE 4-71-6-W6M

GREGORY STEMPLOWSKI
R.R. #2
GRANDE PRAIRIE, ALBERTA

ALBERTA POWER LIMITED
10035 - 105 Street
P.O. BOX 2426
EDMONTON, Alberta
T5J 2V6

NOTE: *This agreement prohibits the right to retain Annual Compensation payments upon sale of the Lands.*

ALBERTA ELECTRIC TRANSMISSION LINE RIGHT OF WAY AGREEMENT

THIS AGREEMENT made the 10 day of AUGUST, 1990

BETWEEN:

GREGORY STEMPLOWSKI OF R.R. #2, GRANDE PRAIRIE, IN THE PROVINCE OF ALBERTA (FARMER)

(hereinafter called the "Landowner")

AND

ALBERTA POWER LIMITED
a body corporate, incorporated under
the laws of the Province of Alberta

(hereinafter called the "Company")

WHEREAS the Landowner is the registered owner, or is entitled to become the registered owner, of an estate in fee simple subject to such encumbrances as are notified on the certificate of title, in that parcel of land in the Province of Alberta, being:

THE SOUTH EAST QUARTER OF SECTION FOUR (4)
TOWNSHIP SEVENTY ONE (71)
RANGE SIX (6)
WEST OF THE SIXTH MERIDIAN, CONTAINING ONE HUNDRED AND SIXTY TWO
(162) ACRES MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS.

(hereinafter called the "Lands")

AND WHEREAS the Company wishes to construct, operate and maintain a transmission line in order to transmit electric energy;

NOW THEREFORE in consideration of the sum of -----ONE----- (\$1.00) DOLLAR (receipt of which is acknowledged), paid to the Landowner by the Company, and in consideration of the mutual covenants contained in this agreement, the parties agree to the terms contained herein and the Landowner does hereby GRANT AND TRANSFER to the Company:

- (i) a Right of Way within, across, upon, under, over and through the Lands for the purposes of surveying, erecting, installing, constructing, operating, maintaining, inspecting, patrolling, removing, replacing, reconstructing, altering and repairing a transmission line and all equipment, conductor or conductors and related attachments as may be deemed necessary by the Company, and
- (ii) the right to gain access to the Right of Way and to go outside the limits of the Right of Way with all necessary men and equipment in emergency situations only, and
- (iii) the right to enter on the Lands to remove or trim any trees or other vegetation immediately adjacent to the Right of Way which, in the opinion of the Company, may constitute a hazard to the transmission line and related equipment, such right being subject to the provisions hereinafter contained.

The rights granted in this agreement shall commence on the date of this agreement, shall continue for so long as the Company may desire to exercise such rights and such rights are granted on the following terms and conditions:

1. DEFINITIONS

In this agreement the expressions set out below shall have the following meanings:

- (a) "Annual Compensation" means the annual payment made by the Company to compensate the Landowner for:
 - (i) the loss of use by the Landowner of all or part of the Right of Way, and;
 - (ii) the nuisance, noise, inconvenience and interference that might arise or be caused to the agricultural operations of the Landowner and;
 - (iii) such other items of periodic compensation for which the Surface Rights Board of Alberta may from time to time properly and lawfully make awards.
- (b) "Cultivated Lands" means that portion of the lands which are cultivated or worked in any way by farm machinery for the production of crops including hay crops, improved pasture and summer fallow during the year for which the annual Payment was made.
- (c) "Uncultivated Lands" means that portion of the lands which are not Cultivated Lands.
- (d) "Head Lands" means that portion of the lands located adjacent to and bordering cultivated fields within the lands.
- (e) "Right of Way" means the portion of the Lands herein above described and delimited in the attached sketch plan and initialled by the Landowner.
- (f) "Structure" means any tower, single or multiple poles or other supports together with all attachments which may be placed on the Right of Way by the Company for the purpose of supporting electric energy conductors, other wires and equipment.
- (g) "Transmission Line" means a single series of Structures located on the Right of Way and strung with one or more conductors or other wires whereby electric energy is transmitted in bulk.

RS

- (h) "Trim" means any method of reducing the size of trees or other vegetation including the application of herbicides but does not mean the right to use soil sterilants which shall only be used with the specific consent of the Landowner.

2. FILING PLAN OF SURVEY

The Company agrees that on or before two years after the date of this agreement it shall register at the appropriate Land Titles Office a plan of survey limiting the Right of Way to a strip AS SHOWN IN RED ON SKETCH (—) metres in width across the Lands in the approximate location as shown on a sketch plan initialled by the Landowner and delivered to the Landowner at the time of signing this agreement. Immediately upon registration of the plan of survey the Company shall forward to the Landowner an extract from the plan of survey showing the location of the Right of Way on the Lands.

If the Company:

- (i) has not registered a plan of survey within the two year period, or
- (ii) has not forwarded to the Landowner the extract from the plan of survey, or
- (iii) for any reason does not need or cannot use the Right of Way,

then upon any of these events occurring the Company shall forthwith execute and register such documents as may be necessary to discharge this agreement from the certificate of title for the Lands and shall notify the Landowner of the registration of the discharge.

3. RESTRICTION OF RIGHT OF WAY BY PARTIAL WITHDRAWAL AND DISCHARGE

Upon registration of the plan of survey at the appropriate Land Titles Office the Company shall register documents restricting this agreement and the rights herein granted to the Right of Way delimited by the plan of survey. PROVIDED, HOWEVER, that notwithstanding the registration of the partial discharge documents the Company shall continue to be entitled to the right of access and the right to trim and remove trees as set out in the granting provisions of this agreement.

4. CONSULTATION WITH THE LANDOWNER ON LOCATION OF STRUCTURES

The Company agrees that prior to commencement of actual construction (excluding surveying) it shall consult with the Landowner with respect to the location of the Structures within the Right of Way.

5. COMPENSATION FOR GRANT OF RIGHT OF WAY

Upon registration of the partial discharge referred to in Clause 3 at the appropriate Land Titles Office OR immediately prior to commencing actual construction (excluding surveying) on the Lands, whichever occurs first, the Company shall pay:

- (a) pursuant to Section 19(1) of the Surface Rights Act, 1987 as amended, the entry fee for the acreage within the Right of Way the sum of FIVE HUNDRED (\$500.00) DOLLARS per acre (minimum of \$250.00) totalling ONE THOUSAND SIXTY FIVE (\$1065.25) DOLLARS and

- (b) for value of the land comprised within the Right of Way a one-time payment of SIX HUNDRED FIFTY (\$ 650.⁰⁰) DOLLARS per acre; totalling ONE THOUSAND THREE HUNDRED EIGHTY FIVE (\$ 1385.⁰⁰) DOLLARS and
- (c) compensation for all general matters of disturbance peculiar to the first year and shall include, without limiting the generality of the foregoing, nuisance, inconvenience, goodwill, negotiations, all costs and construction disturbances, if any, in the sum of ONE HUNDRED (\$ 100.⁰⁰) DOLLARS.

6. PAYMENT OF COMPENSATION FOR TRIMMING AND REMOVAL OF VEGETATION

(This Clause 6 is applicable only if the Company requires the right to trim or remove trees. Delete this Clause 6 if not applicable.)

~~The Company shall have the right to enter on the Lands to remove or trim trees and other vegetation adjacent to the Right of Way which, in the opinion of the Company, may constitute a hazard to the transmission line and related equipment. This right is granted subject to the Company identifying and giving the Landowner additional notice of the additional areas required from time to time for the removal of trees and other vegetation and shall compensate the Landowner for the exercise of this right at the rate of 25% of the then current en bloc market value of the lands, which is comprised as follows:~~

~~_____ (\$ _____) DOLLARS per acre,
 totaling _____ (\$ _____) DOLLARS~~

~~PROVIDED, HOWEVER that in exercising this right, the Company shall, in addition to the compensation payable under this Clause, pay additional compensation for damage to merchantable timber only, AND FURTHER PROVIDED that the Company shall, in exercising this right, minimize the extent of trees and vegetation removed and trimmed.~~

TOTAL INITIAL COMPENSATION PAYABLE UNDER CLAUSES 5 AND 6 \$ 2550.⁰⁰ 88

7. BASIS OF ANNUAL COMPENSATION FOR STRUCTURES

Immediately after the survey and construction of the transmission line or lines, the Company shall pay to the Landowner annual compensation on the following basis:

The sum of

- (a) FIFTY FIVE (\$ 55.⁰⁰) DOLLARS for each Structure to be placed on Cultivated Lands within the Right of Way, and
- (b) TWENTY FIVE (\$ 25.⁰⁰) DOLLARS for each Structure to be placed on Uncultivated Lands within the Right of Way, and
- (c) TWENTY FIVE (\$ 25.⁰⁰) DOLLARS for each Structure to be placed on Head Lands within the Right of Way, and
- (d) THIRTY (\$ 30.⁰⁰) DOLLARS for each partial Structure to be placed on Cultivated Lands within the Right of Way, and
- (e) FIFTEEN (\$ 15.⁰⁰) DOLLARS for each partial Structure to be placed on Uncultivated Lands within the Right of Way.

The Company shall in any event pay Annual Compensation based on _____ complete structures and/or partial structures. 88

8. MANNER OF PAYMENT OF ANNUAL COMPENSATION

Annual Compensation shall be paid as follows:

- (a) The obligation to pay Annual Compensation may be discharged by delivering or mailing a cheque therefore to the address herein designated by the Landowner for the giving of notice and the making of payments.
- (b) The obligation to pay Annual Compensation under this agreement shall terminate in the event that:
 - (i) any portion of the Lands subject to the said Right of Way agreement are sold or transferred without a full assignment of all rights hereunder to the transferee or purchaser, or
 - (ii) the Structures placed on the Lands by the Company no longer interfere with agricultural operations on the Lands.
- (c) The Company shall not be required to issue more than one cheque for each payment of Annual Compensation. In the event that more than one person claims to be entitled to receive payment of Annual Compensation the Company may make the cheque jointly payable to all persons claiming entitlement.
- (d) If at any time while this agreement is in effect Uncultivated Lands upon which a Structure has been placed become Cultivated Lands, the Company shall pay to the Landowner additional compensation to adjust the payment of Annual Compensation upwards to the rate payable for Cultivated Lands with respect to that Structure as set forth in Clause 7 of this agreement or as otherwise established from time to time. Such adjusted Annual Compensation shall be payable from the date written notice of cultivation is received by the Company, provided, however, that cultivation has actually taken place on the Right of Way and involves operations described in the Cultivated Lands definition contained in this agreement.

9. USE OF RIGHT OF WAY

The Company shall not fence the Right of Way or any portion thereof and the Landowner shall have free access to, and use of the lands comprised in the Right of Way; provided, however, that such access and use in favour of the Landowner shall not in any way interfere with the Company in the exercise of any of the rights granted by this agreement or any works of the Company situate within, upon or over the Right of Way. The Landowner shall not erect or store upon the Right of Way any building, structures, materials, agricultural products or any other obstructions that, in the opinion of the Company, may in any way interfere with the safe and efficient transmission of electric energy across the Lands. The Company may provide gates and shall consult with the Landowner in that regard, and if requested by the Landowner shall furnish the gates with locks in every fence now or constructed in the future across the Right of Way, all such gates to be of sufficient width to admit passage of all farm vehicles or equipment.

10. DAMAGE PAYMENTS TO THE LANDOWNER

The Company shall be liable for physical and tangible damage done to real or personal property such as damage to the surface of the Lands, to any trees, crops or vegetation growing thereon, to all livestock, agricultural improvements, equipment and buildings owned by the Landowner or lawful occupant by reason of the exercise by the Company of any or all of the rights granted by this agreement (excepting damage caused to the property of the Landowner by his own act or that of his servants, agents or contractors). In the event that the parties cannot agree at any time on the amount of compensation for damages payable to the Landowner hereunder, the parties shall submit the dispute for determination to the Surface Rights Board or its successor. In the event the Board does not have jurisdiction to decide the matter at issue the dispute may be submitted to arbitration pursuant to the arbitration legislation then in force in the Province of Alberta.

11. RELEASE OF LANDOWNER FROM CLAIMS BY THE COMPANY

The Landowner shall not be liable to the Company for any damage caused to the Transmission line which occurs as a result of the permitted use and occupation of the Right of Way by the Landowner or his agents, servants or contractors, excepting thereout all damage caused by his willful or grossly negligent acts or omissions of the Landowner, his agents, servants or contractors.

12. INDEMNIFICATION OF THE LANDOWNER BY THE COMPANY

The Company shall indemnify and hold harmless the Landowner against all actions, suits, claims, demands and expenses made or suffered by any person or persons, in respect of any loss, injury, damage or obligation to compensate, arising out of, or in connection with, any breach by the Company of the terms and conditions of this agreement, and this obligation shall survive the expiration or termination of this agreement.

13. REVIEW OF ANNUAL COMPENSATION

- (a) The amount of Annual Compensation payable under this agreement shall be subject to review in accordance with the provisions of the Surface Rights Act of Alberta, as amended from time to time.
- (b) The Company may review and raise the Annual Compensation at any time and from time to time.
- (c) Upon notification of the Company by the Landowner of a bona fide change in his agricultural operations which results in a non-recurring agricultural expense or increased annual farming losses or operating costs caused by the existence on the Right of Way of the Transmission line, the Company shall initiate a review of the compensation payable hereunder. The notification shall include written evidence to substantiate the new expenses, losses or costs incurred by the Landowner. The Company shall consider such written evidence and, if satisfied, shall revise the compensation payable hereunder. If the parties cannot agree on the revised amount of compensation payable to the Landowner the Landowner may submit the dispute for determination by the Surface Rights Board or its successor. In the event that the Board does not have jurisdiction to decide the matter at issue the dispute shall be submitted to arbitration pursuant to the arbitration legislation then in force in the Province of Alberta.

14. RESERVATION OF TITLE TO COMPANY PROPERTY

Notwithstanding any rule of law or equity, all property placed on the Right of Way by the Company shall, at all times, remain the property of the Company even though attached to the land.

15. DISCONTINUANCE AND ABANDONMENT

In the event the Company no longer requires the right to maintain Structures on the Right of Way, it shall, within a reasonable period of time, remove the Structures and terminate all rights and obligations hereunder. Upon the Company removing all Structures from the Right of Way, it shall restore the Right of Way and the Lands to the same condition, to the extent such restoration is practical, as the Lands were prior to entry thereon and use thereof by the Company and the Company shall remove and discharge any instrument or encumbrance registered against any certificate of title to the Lands and related to its interest in the Lands.

16. NOTICES AND PAYMENTS

All notices to be given hereunder shall be in writing and all such notices and any payments to be made hereunder may be made or served personally or by registered letter addressed to the Landowner at:

R.R. #3
MUNDARE, AB
T6B 3H0

and addressed to the Company at:

ALBERTA POWER LIMITED
P. O. Box 2426
10035 - 105 Street
Edmonton, Alberta
T5J 2V6
ATTENTION: Land & Properties

or other such address, as the Landowner or the Company respectively may from time to time advise, and any such notices or payments shall be deemed to be given to and received by the addressee upon personal service or, if served by registered letter, fourteen (14) days after mailing thereof postage prepaid.

17. RESPONSIBILITY FOR NOTIFICATION OF CHANGE OF OWNERSHIP

The Landowner shall notify the Company promptly and in writing of any change in ownership and the Company shall be entitled to continue to make payments to the existing Landowner until satisfied of the status of the new owner of the Lands.

18. TAXES

The Company shall pay all rates and taxes that may be assessed and levied against the Company from time to time as a result of its interest in the Right of Way and installations or in connection with its operations thereon.

19. DEFAULT

Neither party shall be considered in default in performance of its obligations under this agreement, to the extent that the performance of such obligations or any of them, is delayed by circumstances which are beyond the control of the Landowner or the Company; PROVIDED HOWEVER, the Company shall not be in default in the performance of any of its covenants or obligations under this agreement until the Landowner has notified the Company of such default and the Company has failed to commence timely action to remedy the same upon receipt of such notice.

20. COVENANT RUNNING WITH THE LAND

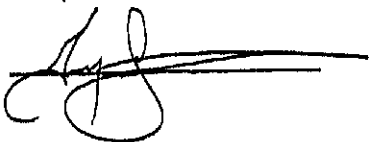
This agreement is and shall be of the same force and effect to all intents and purpose as a covenant running with the Lands and these presents, including all of the covenants and conditions herein contained, shall extend, be binding upon and enure to the benefit of the parties hereto, their executors, administrators, successors and assigns, as the case may be.

21. INTERPRETATION

- (a) Wherever the singular or masculine is used throughout this agreement, the same shall be construed as being plural or feminine or a body corporate, where the context might reasonably require.
- (b) The titles or headings inserted herein are for the convenience of reference only and shall not affect the interpretation or construction of this agreement.
- (c) In the event of any conflict between a metric and imperial expression of measurement in this agreement the metric expression of measurement shall govern.

IN WITNESS WHEREOF the Landowner has hereunto set his hand and seal (or, if a body corporate, has hereunto caused to be affixed its corporate seal duly attested by the hands of its proper officers duly authorized in that behalf) and the Company, has caused this agreement to be executed by its proper officers duly authorized in that behalf on the date first above written.

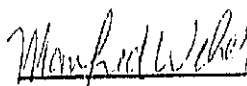
SIGNED, SEALED AND DELIVERED
by the above-named Landowner
in the presence of



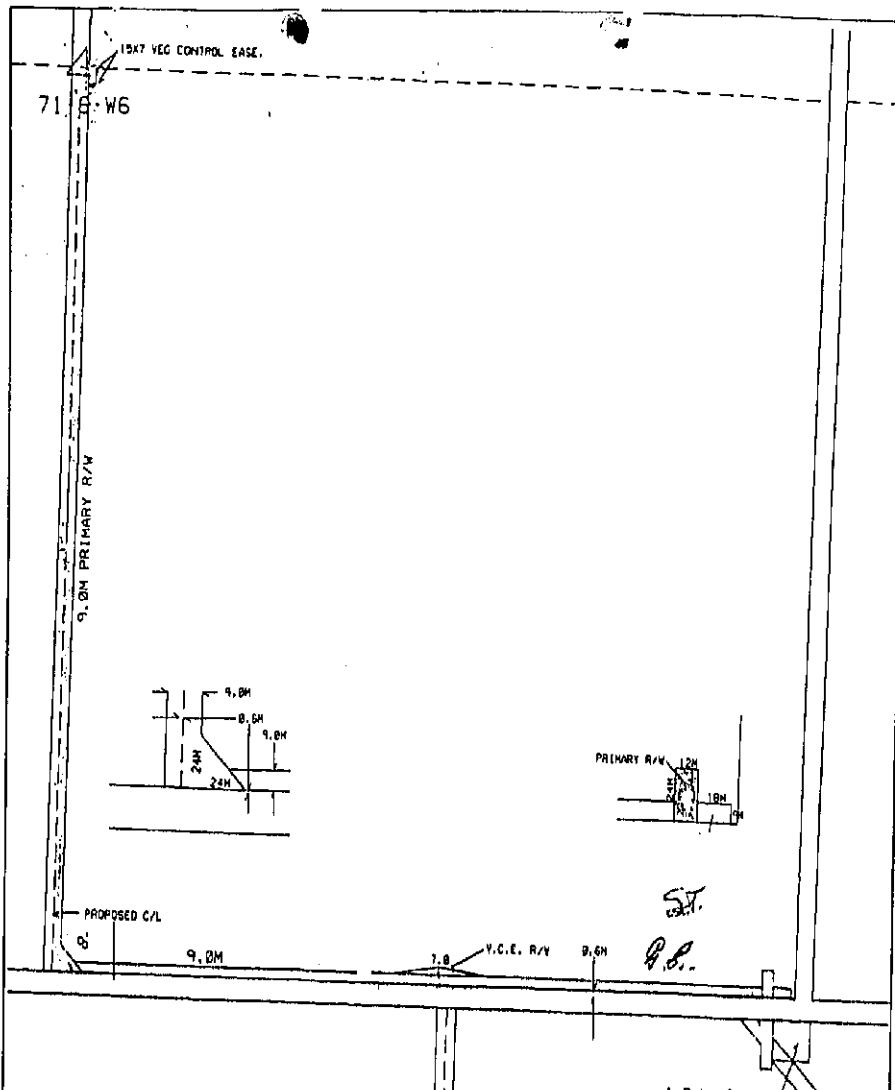
 _____ (Seal)
THE LANDOWNER

THE LANDOWNER (Seal)

ALBERTA POWER LIMITED



Manager, Land & Properties



OWNER: GREGORY STEMPLOWSKI

A.P.L. PLAN
NO. 832 0232

TITLE: 39 D 191

PRIMARY (EASEMENT) R/W: 1.47 HA (3.63 ACRES)

SECONDARY (DRAINAGE) R/W: 0.00 HA (0.20 ACRES)

TEMPORARY ACCESS R/W: HA 1 ACRES

**ISSUED FOR
LAND ACQUISITION**

REVISION.....



ALBERTA POWER LIMITED

C/L ADDED	JUNE/98			BIG MTN - FLYINGSHOT	
		APPROVALS	DATE	DESIGN BY:	DWG. NO. 005
REVISION	DATE	SCALE 1:5000		DRAWN: D.M.	

CONSENT OF SPOUSE

I, _____, being married to the above named _____
do hereby give my consent to the disposition of our homestead, made in
this instrument and I have executed this document for the purpose of giving up my life estate and
other dower rights in the said property given to me by THE DOWER ACT, to the extent
necessary to give effect to the said disposition.

Signature of Spouse

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by _____ apart
from her husband (or his wife).
2. _____ acknowledged to me that she (or he):
 - (a) is aware of the nature of the disposition;
 - (b) is aware that THE DOWER ACT, 1948, gives her (or him) a life estate in the
homestead and the right to prevent disposition of the homestead by withholding
consent;
 - (c) consents to the disposition for the purpose of giving up the life estate and other
dower rights in the homestead given to her (or him) by the DOWER ACT, 1948, to
the extent necessary to give effect to the said disposition;
 - (d) is executing the document freely and voluntarily without any compulsion on the part
of her husband (or his wife);

SWORN before me at the _____
of _____ in the Province
of Alberta this _____ day
of _____ A.D., 19 _____

A Commissioner for Oaths in and for the
Province of Alberta

AFFIDAVIT UNDER THE DOWER ACT

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, GREGORY STEMPLOWSKI
of the POSTAL DISTRICT of MUNDARE
in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I am the grantor (or duly appointed agent acting under Power of Attorney in my favour dated the day of A.D. 19 , granted by the grantor) named in the within instrument.

2. THAT I am (or my principal is) not married.

- OR -

~~THAT neither myself nor my spouse (or my principal) have resided on the within mentioned land at any time since our (or their) marriage.~~

- OR -

I am (or my principal is) married to being the person who executed the release of dower rights registered in the Land Titles Office on 19 as instrument number

- OR -

~~THAT a judgement for damages was obtained against me by my spouse (or my principal or his spouse) and registered in the Land Titles Office as No. dated the day of A.D. 19~~

SWORN before me at the POSTAL DISTRICT
of MUNDARE in the Province
of Alberta this 16 day
of AUGUST A.D., 1990


Commissioner for Oaths in and for the
Province of Alberta

GREG JACKMAN
My Commission Expires
May 4th, 1991

**CONSENT BY OCCUPANT(S) AND/OR
OTHER INTERESTED PARTIES**

I, WE STAN TESSINGTON
of GRANDE PRAIRIE in the Province of Alberta
being the occupant(s) and/or mortgagee and/or interested party(s) of the within lands by virtue of
an existing verbal/written Agreement which is believed to be in full force and effect DO
HEREBY AGREE that all my (our) rights, interest and estate which are, or may be affected by
the within Alberta Electric Transmission Line Right-of-Way Agreement, shall be fully bound by
all the terms and conditions thereof both now and henceforth.

DATED at POASIPA DISTRICT OF in the Province of ALBERTA this 3
day of GRANDE PRAIRIE AUGUST A.D. 19 90

Stan Tessington
(Occupant)

[Signature]
Witness

CHEQUE FOR \$150.00 TO BE
SENT TO:

R.R. 2
GRANDE PRAIRIE, AB
T8V 2Z9

AFFIDAVIT OF EXECUTION

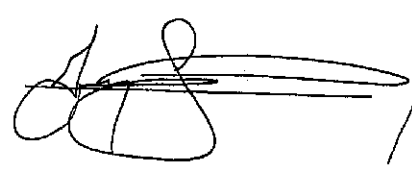
(Lodgment)

CANADA
PROVINCE OF ALBERTA
TO WIT:I, GRAC JACKMAN
of the CITY of EDMONTON
in the Province of ALBERTA LAND AGENT
(Occupation of Witness)

MAKE OATH AND SAY:

1. THAT I was personally present and did see GRACORY STEMLANSKE named in the within instrument, who is (are) personally known to me to be the person(s) named therein duly sign and execute the same for the purposes therein;
2. THAT the same was executed at the County District of MINDARA in the Province of Alberta, and that I am the subscribing witness thereto;
3. THAT I know the said GRACORY STEMLANSKE and he is (they each are) in my belief of the full age of eighteen years.

SWORN before me at the CITY
of Edmonton in the Province
of Alberta this 13 day
of August A.D., 1990

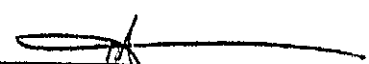
A Commissioner for Oaths in and for the
Province of Alberta
KEVIN P. DAGOSTINE
My appointment expires on
the 14th day of July 1991

AFFIDAVIT OF EXECUTION

(Purchaser, Occupant or Other Interested Party)

CANADA
PROVINCE OF ALBERTA
TO WIT:I, GRAC JACKMAN
of the CITY of EDMONTON
in the Province of ALBERTA LAND AGENT
(Occupation of Witness)

MAKE OATH AND SAY:

1. THAT I was personally present and did see STAN TESSONETU named in the within instrument, who is (are) personally known to me to be the person(s) named therein duly sign and execute the same for the purposes therein;
2. THAT the same was executed at the County District of Grande Prairie in the Province of Alberta, and that I am the subscribing witness thereto;
3. THAT I know the said STAN TESSONETU and he is (they each are) in my belief of the full age of eighteen years.

SWORN before me at the CITY
of Edmonton in the Province
of Alberta this 13 day
of August A.D., 1990

A Commissioner for Oaths in and for the
Province of Alberta
KEVIN P. DAGOSTINE
My appointment expires on
the 14th day of July 1991


CONSENT OF PURCHASER

I/WE, _____ in the Province of Alberta, the Purchaser under an agreement for Sale of the lands described in the aforewritten Grant, in consideration of the covenants and conditions in the said Grant contained to be kept and performed by the Company therein named and of the payment of the aforesaid sums therein stated by the Company to the Landowner to be applied on the purchase price under the said agreement for Sale, do hereby approve of and consent to the aforesaid Grant and the terms and condition thereof and agree to be bound by each of them and in particular the covenants of the Landowner therein contained, and, when transfer is delivered to me, accept such transfer and title to the said lands subject to the said Grant, and the terms and conditions thereof, and request and ratify the execution thereof by the Landowner.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____ day of
A.D., 19 _____

SIGNED, SEALED AND DELIVERED
By the said Purchaser, in the presence of:

Witness

CONSENT OF SPOUSE

I, _____, being married to the above named _____
do hereby give my consent to the disposition of our homestead, made in this
instrument and I have executed this document for the purpose of giving up my life estate and
other dower rights in the said property given to me by THE DOWER ACT, to the extent
necessary to give effect to the said disposition.

Signature of Spouse

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by _____ apart
from her husband (or his wife).
2. _____ acknowledged to me that she (or he):
 - (a) is aware of the nature of the disposition;
 - (b) is aware that THE DOWER ACT, 1948, gives her (or him) a life estate in the
homestead and the right to prevent disposition of the homestead by withholding
consent;
 - (c) consents to the disposition for the purpose of giving up the life estate and other
dower rights in the homestead given to her (or him) by the DOWER ACT, 1948, to
the extent necessary to give effect to the said disposition;
 - (d) is executing the document freely and voluntarily without any compulsion on the part
of her husband (or his wife);

SWORN before me at the _____
of _____ in the Province
of Alberta this _____ day
of _____ A.D., 19 _____

A Commissioner for Oaths in and for the
Province of Alberta

AFFIDAVIT UNDER THE DOWER ACT

CANADA
PROVINCE OF ALBERTA
TO WIT: }

I,
of the
in the Province of of

MAKE OATH AND SAY:

1. THAT I am the grantor (or duly appointed agent acting under Power of Attorney in my favour dated the day of A.D. 19 , granted by the grantor) named in the within instrument.

2. THAT I am (or my principal is) not married.

- OR -

THAT neither myself nor my spouse (or my principal or his spouse) have resided on the within mentioned land at any time since our (or their) marriage.

- OR -

I am (or my principal is) married to being the person who executed the release of dower rights registered in the Land Titles Office on 19 as instrument number

- OR -

THAT a judgement for damages was obtained against me by my spouse (or my principal or his spouse) and registered in the Land Titles Office as No. the day of A.D. 19 dated

SWORN before me at the
of in the Province
of Alberta this day
of A.D., 19

A Commissioner for Oaths in and for the
Province of Alberta

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

922214788

ORDER NUMBER: 58191265

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

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922214788 REGISTERED 1992 07 22
DISC - DISCHARGE
DOC 1 OF 1 DRR#: A358301 ADR/CMICHETT
LINC/S: 0015421514

3/30m.

PARTIAL WITHDRAWAL AND PARTIAL DISCHARGE OF EASEMENT

LAND TITLES ACT

TO: THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT,
EDMONTON, ALBERTA

WE, ALBERTA POWER LIMITED, a body corporate with its Head Office of 10035 - 105 Street, in the City of Edmonton, in the Province of Alberta, the Grantee, do hereby acknowledge that it has no further interest under the easement held by it in:

THE SOUTH EAST QUARTER OF SECTION FOUR (4) TOWNSHIP SEVENTY ONE (71) RANGE SIX (6) WEST OF THE SIXTH MERIDIAN, CONTAINING ONE HUNDRED AND SIXTY TWO (162) ACRES OR LESS. EXCEPTING THEREOUT ALL MINES AND MINERALS.

("the Lands")

which easement bears date the 10th day of August A.D., 1990, and was registered in the Land Titles Office for the said North Alberta Land Registration District on the day of A.D. 19 , as Number and that such easement is hereby partially withdrawn and partially discharged, except as to plan no. 9120584. *OK.*

IN WITNESS WHEREOF the Grantee has hereunto affixed its corporate seal this 10 day of July, 1992.

SIGNED BY THE ABOVE-NAMED
in the presence of

ALBERTA POWER LIMITED

Witness

Manfred Weber
Manager, Land & Properties