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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 202 109 820

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

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ALBERTA T2P2M6  
AGENT - ANTELOPE LAND SERVICES LTD.  
" AFFECTS PART OF THIS TITLE "

(DATA UPDATED BY: CHANGE OF ADDRESS 982154356)

932 307 688      06/10/1993 CAVEAT  
RE : RIGHT OF WAY AGREEMENT  
CAVEATOR - SHACKLETON EXPLORATION LTD.  
ATTN: LAND DEPT  
2400, 520-5 AVE SW  
CALGARY  
ALBERTA T2P3R7  
" AFFECTS PART OF THIS TITLE "

(DATA UPDATED BY: CHANGE OF ADDRESS 982154511)  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
192255963)

942 197 325      27/06/1994 EASEMENT  
OVER PORTION OF LOT 1, PLAN 9422054 FOR  
THE BENEFIT OF LOT 2, PLAN 9422054

202 109 821      21/05/2020 MORTGAGE  
MORTGAGEE - FARM CREDIT CANADA.  
2ND FLOOR, 12040-149 STREET NW  
EDMONTON  
ALBERTA T5V1P2  
ORIGINAL PRINCIPAL AMOUNT: \$2,095,000

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 25 DAY OF JULY,  
2023 AT 11:57 A.M.

ORDER NUMBER:      47882852

CUSTOMER FILE NUMBER:      clhbid/gk



\*END OF CERTIFICATE\*

( CONTINUED )

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.

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**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**942197325**

**ORDER NUMBER: 48078299**

**ADVISORY**

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942197325 REGISTERED 1994 06 27  
EASE - EASEMENT  
DOC 1 OF 2 DRR#: 548401B ADR/JFFRHHOU  
LINC/S: 0026068833 0026068841

3/

THE LAND TITLES ACT

EASEMENT

Made this *And* day of *June* A.D. 1994

Between: William Hemken Brockhoff and Dianne Lois Brockhoff,  
both of Edberg, Alberta (hereinafter referred to as "the  
Grantors")

and

William Hemken Brockhoff and Dianne Lois Brockhoff,  
both of Edberg, Alberta (hereinafter referred to as "the  
Grantees")

WHEREAS the Grantors are the registered owners of the land situated  
in the Province of Alberta, and legally described as follows:

LOT 1  
PLAN 942 *2054*  
CONTAINING 106.34 HECTARES (262.77 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS (The Servient Tenement)

AND WHEREAS the Grantees are the registered owners of land situated  
in the Province of Alberta, and legally described as follows:

Lot 2  
Plan 942 *2054*  
CONTAINING 35.40 HECTARES (87.47 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS (The Dominant Tenement)

AND WHEREAS the Grantees wish to use a portion of Lot 1 solely for  
legal access purposes to the portion of Lot 2 north of the ravine.

AND WHEREAS the Grantors have agreed to allow said legal access and  
to grant to the Grantees an exclusive Easement over, across, and  
through a portion of Lot 1, but subject to the Utility Right of  
Way, Roadway and Right of Way Agreement registered respectively as  
instrument numbers 762008947, 932205991 and 932307698.

AND WHEREAS both the Grantors and Grantees desire to define their  
respective property interests;

NOW THEREFORE WITNESSETH that in consideration of these premises the sum of One (\$1.00) Dollar paid to the Grantors by the Grantees (the receipt of which the Grantors hereby acknowledge) and of the covenants, conditions and stipulations herein contained, the Grantors do grant to the Grantees an exclusive Easement, but subject to the Utility Right of Way, Roadway and Right of Way Agreement registered respectively as instrument numbers 762008947, 932205991 and 932307688 over, across, and through that portion of Lot 1 (hereinafter referred to as "the Strip of Land") and more particularly described as follows:

\* THE MOST NORTHERLY TEN (10) METRES IN PERPENDICULAR WIDTH THROUGHOUT LOT 1 for the sole purpose of using the strip of land for legal access purposes to the portion of Lot 2 north of the ravine subject only to the following terms and conditions, namely:

1. The Grantors agree that the Grantees, or any person, firm or corporation, acting on the Grantees' behalf, may enter upon and occupy the strip of land with its or their agents, servants, workman, and contractors, and with or without machinery and or equipment for the purposes aforesaid.
2. The Grantors covenant and agree, provided the Grantees perform and observe the covenants and conditions herein contained, that the Grantees shall peaceably hold and enjoy all the rights, privileges, liberties, and covenants hereby granted without any hindrance and interruptions from the Grantors or any person or persons claiming by, through, under or in trust for them or any person or persons whatsoever, except for the Utility Right of Way, Roadway and Right of Way Agreement as aforesaid.
3. The Grantees covenant and agree with the Grantors to use the strip of land only for the purpose of legal access to the portion of Lot 2 north of the ravine.
4. The Grantees covenant and agree not to erect any building or structures of any nature whatsoever upon, over, or under the strip of land.

5. The Grantees covenant and agree to make compensation to the Grantors for any and all damage that may be done to any property owned by the Grantors and to indemnify and to keep indemnified the Grantors against all actions, claims and demands which may be brought or made against the Grantors by reason of anything done by the Grantees, their agents, employees and or persons acting under the authority of the Grantees in the exercise or purported exercise of any of the rights and or privileges hereby granted.
6. The Grantees acknowledge that the Grantors shall have the right to use the strip of land and to 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 Grantees.
7. The Grantors and Grantees both agree that this Easement shall during its duration be of the force and effect to all intents and purposes as a covenant running with the land.
8. The Grantors and Grantees both agree that wherever the singular or the masculine pronouns are used throughout this Easement that the same shall be construed as meaning the plural, the feminine, or the neuter, where the context or where the parties hereto so require.

In Witness whereof the Grantors and Grantees have set their respective hand and seal on the 2nd day of June A.D. 1994.

[Signature]  
WITNESS

William Brockhoff  
WILLIAM HEMKEN BROCKHOFF  
GRANTOR

[Signature]  
WITNESS

Dianne Brockhoff  
DIANNE LOIS BROCKHOFF  
GRANTOR

[Signature]  
WITNESS

William Brockhoff  
WILLIAM HEMKEN BROCKHOFF  
GRANTEE

[Signature]  
WITNESS

Dianne Brockhoff  
DIANNE LOIS BROCKHOFF  
GRANTEE



A F F I D A V I T O F  
E X E C U T I O N

CANADA ) I, Douglas A. Sawle  
Province of Alberta ) of the City of Camrose,  
TO WIT ) in the Province of Alberta  
MAKE OATH AND SAY:

1. I WAS PERSONALLY present and did see WILLIAM HEMKEN BROCKHOFF and DIANNE LOIS BROCKHOFF named in the within (or annexed) Instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.
2. THAT THE SAME was executed at Camrose, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I KNOW the said WILLIAM HEMKEN BROCKHOFF and DIANNE LOIS BROCKHOFF and they are, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of \*  
Camrose, in the Province of \*  
Alberta, this 6th day of \*  
June , A.D. 1994. \*

*D. Sawle*

*Tracy Remesoff*  
A Commissioner for Oaths in and  
for the Province of Alberta

TRACY A. REMESOFF  
My commission expires Jan. 4, 1995.