



LAND TITLE CERTIFICATE

S  
LINC                                      SHORT LEGAL                                      TITLE NUMBER  
0039 554 507                              4;6;48;4;SW                                      232 201 132 +1

LEGAL DESCRIPTION

THE SOUTH WEST QUARTER OF SECTION FOUR (4)  
TOWNSHIP FORTY EIGHT (48)  
RANGE SIX (6)  
WEST OF THE FOURTH MERIDIAN  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 503TR              ROAD	0.417	1.03	
B) PLAN 2321567              SUBDIVISION	6.66	16.46	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF VERMILION RIVER

REFERENCE NUMBER: 182 244 253

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REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
232 201 132	28/06/2023	SUBDIVISION PLAN		

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OWNERS

CAROLYN RAE GREEN  
OF 4888 AIRPORT DRIVE  
VERMILION  
ALBERTA T9X 1P5

(DATA UPDATED BY: CHANGE OF ADDRESS 232328634)

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ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
802 298 687	11/12/1980	CAVEAT RE : EASEMENT CAVEATOR - CENOVUS ENERGY INC.

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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 232 201 132 +1

## REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS  
-----PO BOX 766, 225-6 AVENUE SW  
CALGARY  
ALBERTA T2P0M5

(DATA UPDATED BY: CHANGE OF NAME 222119480)

902 273 799      17/09/1990      UTILITY RIGHT OF WAY  
GRANTEE - CANADIAN NATURAL RESOURCES LIMITED.  
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT  
OF WAY 932217285)  
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT  
OF WAY 042501888)  
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT  
OF WAY 192158276)

042 164 964      29/04/2004      CAVEAT  
RE : SURFACE LEASE UNDER 20 ACRES  
CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.  
ATTN: LAND DEPARTMENT  
BOX 6926,STN D  
CALGARY  
ALBERTA T2P2G1  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
192159020)

042 564 665      30/12/2004      UTILITY RIGHT OF WAY  
GRANTEE - THE COUNTY OF VERMILION RIVER NO. 24.

052 008 314      07/01/2005      CAVEAT  
RE : SURFACE LEASE UNDER 20 ACRES  
CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.  
ATTN: LAND DEPARTMENT  
BOX 6926,STN D  
CALGARY  
ALBERTA T2P2G1  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
192158991)

232 201 133      28/06/2023      CAVEAT  
RE : ROADWAY  
CAVEATOR - THE COUNTY OF VERMILION RIVER.  
BOX 69  
KITSCOTY  
ALBERTA T0B2P0

TOTAL INSTRUMENTS: 006

( CONTINUED )

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 7 DAY OF  
NOVEMBER, 2023 AT 10:41 A.M.

ORDER NUMBER: 48815515

CUSTOMER FILE NUMBER: 34964



\*END OF CERTIFICATE\*

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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  
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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:

**042164964**

**ORDER NUMBER: 48671183**

**ADVISORY**

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

**CAVEAT FORBIDDING REGISTRATION**  
"The Land Titles Act"

CANADA )  
PROVINCE OF ALBERTA )

TO THE REGISTRAR OF the NORTH Alberta Land Registration District:

TAKE NOTICE that DEVON CANADA CORPORATION claims an estate or interest in and to the undermentioned lands. Under and by virtue of an Alberta Surface Lease Agreement, dated the 12 day of MARCH, A.D. 2004, whereby GARY HOWARD GREEN as Lessor, did agree to lease certain portions of the said lands for the purposes and upon the terms and conditions therein set forth to DEVON CANADA CORPORATION, as Lessee. The said lands being:


**SW 4-48-6-W4M**

EXCEPTING THEREOUT ALL MINES AND MINERALS protecting a well site and access road, known as DEVON 6C WILDMERE 6-4-48-6-W4M containing 3.52 acres, more or less. As more particularly described in Certificate of Title No. 153V199, which stands in the register in the name of GARY HOWARD GREEN. DEVON CANADA CORPORATION forbids the registration of any person as transferee or owner of, or of 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 its claim, and appoints P.O. Box 1448, Str. M, Calgary, Alberta T2P 2L6 as the place at which notices and proceedings relating hereto may be served.

DATED this 21 day of APRIL, A.D. 2004.

DEVON CANADA CORPORATION  
by its Agent:

Witness 

  
CAROLINE MARIE KALUSKI

**AFFIDAVIT IN SUPPORT OF CAVEAT**

CANADA ) I, Caroline Marie Kaluski  
PROVINCE OF ALBERTA ) of the City of Edmonton  
TO WIT: ) in the Province of Alberta, is a Land Administrator  
(Occupation)

and make oath, and say as follows:

1. I am the agent for the within named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land. 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 the City of Edmonton, )  
in the Province of Alberta, this 21 day of )  
April, A.D. 2004. )



A Commissioner for Oaths  
in and for the Province of Alberta.

TINA FRANCES PRESCOTT

My Appointment expires NOV. 13, 2004.





042164964 REGISTERED 2004 04 29  
CAVE - CAVEAT  
DOC 3 OF 6 DRR#: 7423954 ADR/JDY  
LINC/S: 0010172906

3/19  
A

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**052008314**

**ORDER NUMBER: 48671183**

**ADVISORY**

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# CAVEAT FORBIDDING REGISTRATION

## "The Land Titles Act"

CANADA )  
PROVINCE OF ALBERTA )

TO THE REGISTRAR OF the NORTH Alberta Land Registration District:

TAKE NOTICE that Devon Canada Corporation claims an estate or interest in and to the undermentioned lands. Under and by virtue of an Alberta Surface Lease Agreement, dated the 6<sup>th</sup> day of December, A.D. 2004, whereby Gary Howard Green as Lessor, did agree to lease certain portions of the said lands for the purposes and upon the terms and conditions therein set forth to Devon Canada Corporation, as Lessee. The said lands being:

**SW 4-48-6 W4M**

EXCEPTING THEREOUT ALL MINES AND MINERALS protecting a well site and access road, known as Devon 5C Wildmere 5-4-48-6 W4M containing 3.18 acres, more or less. As more particularly described in Certificate of Title No. 153V199, which stands in the register in the name of Gary Howard Green. Devon Canada Corporation forbids the registration of any person as transferee or owner of, or of 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 its claim, and appoints P.O. Box 1448, Str. M, Calgary, Alberta T2P 2L6 as the place at which notices and proceedings relating hereto may be served.

DATED this 3rd day of January, A.D. 2005.

DEVON CANADA CORPORATION  
by its Agent:

Caroline Marie Kaluski  
Witness

Lorraine Mae Nyl  
LORRAINE MAE NYL

### AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA ) I, Lorraine Mae Nyl  
PROVINCE OF ALBERTA ) of the City of Edmonton  
TO WIT: ) in the Province of Alberta, is a Land Agent  
(Occupation)

and make oath, and say as follows:

1. I am the agent for the within named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land. 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 the City of Edmonton, )  
in the Province of Alberta, this 3<sup>rd</sup> day of )  
January, A.D. 2005. )

Caroline Marie Kaluski

A Commissioner for Oaths  
in and for the Province of Alberta.

CAROLINE MARIE KALUSKI

My Appointment expires Dec. 27, 2007.

Lorraine Mae Nyl





052008314 REGISTERED 2005 01 07  
CAVE - CAVEAT  
DOC 3 OF 5 DRR#: A612535 ADR/CWOODWAR  
LINC/S: 0010172906

3

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**232201133**

**ORDER NUMBER: 48671183**

**ADVISORY**

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Road

CAVEAT FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that the County of Vermilion River, Box 69, Kitscoty, Alberta, T0B 2P0, in the Province of Alberta

Claims an interest pursuant to an Road Acquisition Agreement pursuant to Section 655 of the Municipal Government Act, R.S.A. 2000, c. M-26, as amended, entered into between the County of Vermilion River and Corinne Dale Theiss and Cheryl Ellen Manners and Carolyn Rae Green, dated the 14<sup>th</sup> of March, 2023 on certain terms and conditions as set forth in the agreement attached hereto in the lands described as follows:

THE SOUTH WEST QUARTER OF SECTION FOUR (4)  
TOWNSHIP FORTY EIGHT (48)  
RANGE SIX (6)  
WEST OF THE FOURTH MERIDIAN  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT: 0.417 HECTARES (1.03 ACRES) MORE OR LESS  
FOR ROAD AS SHOWN ON ROAD PLAN 503 TR.  
EXCEPTING THEREOUT: PLAN 232- 1567  
EXCEPTING THEREOUT ALL MINES AND MINERALS

being lands described in Certificate of Title Number 232 201 132 001  
standing in the register in the name of Carolyn Rae Green

AND

THE SOUTH EAST QUARTER OF SECTION FOUR (4)  
TOWNSHIP FORTY EIGHT (48)  
RANGE SIX (6)  
WEST OF THE FOURTH MERIDIAN,  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT: 0.417 HECTARES (1.03 ACRES) MORE OR LESS  
FOR ROAD AS SHOWN ON ROAD PLAN 503TR.  
EXCEPTING THEREOUT: PLAN 232- 1567  
EXCEPTING THEREOUT ALL MINES AND MINERALS

being lands described in Certificate of Title Number 232 201 132 002  
standing in the register in the name of Corinne Dale Theiss and Cheryl Ellen Manners and Carolyn Rae Green

and the caveator forbids the registration of any person as transferee or owner of, or of 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 the claim of the County of Vermilion River.

I designate the following address as the place at which notices and proceedings relating hereto may be served:

County of Vermilion River  
Box 69  
Kitscoty, Alberta T0B 2P0

DATED this 21<sup>st</sup> day of March, 2023

IN WITNESS WHEREOF, I, Jane Dauphinee, agent for the County of Vermilion River, have hereunto subscribed my name this 21<sup>st</sup> day of March, A.D. 2023.

[Signature]  
Witness

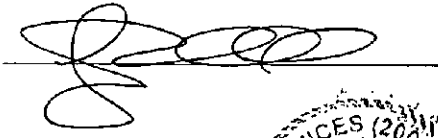
[Signature]  
Jane Dauphinee  
On behalf of the Subdivision Authority for  
the County of Vermilion River,  
Municipal Planning Services (2009) Ltd.

AFFIDAVIT IN SUPPORT OF CAVEAT

I, Jane Dauphinee, of the City of Edmonton in the Province of Alberta, MAKE OATH AND SAY AS FOLLOWS:

1. I am the agent for the within named caveator.
2. I believe the caveator has a good and valid claim on the land and 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 City )  
 of Edmonton )  
 in the Province of Alberta, )  
 this 21<sup>st</sup> day of March, )  
 A.D. 2023 )



Kyle Miller  
 A Commissioner for Oaths in and for Alberta

My Commission Expires 07 FEBRUARY 2025

KYLE MILLER



**COUNTY OF VERMILION RIVER**

**Road Acquisition Agreement**

**COUNTY OF VERMILION RIVER**

**AND**

**CORINNE DALE THEISS, CHERYL ELLEN MANNERS & CAROLYN RAE GREEN**

THIS AGREEMENT MADE EFFECTIVE This 14 day of March, 2023

**BETWEEN:**

**COUNTY OF VERMILION RIVER**  
[hereinafter referred to as the "Municipality"]

- and -

**CORINNE DALE THEISS**  
**OF**  
**4922 RIVERSIDE DRIVE, VERMILION, AB T9X 1S7**  
[hereinafter referred to as the "Owner(s)"]

- and -

**CHERYL ELLEN MANNERS**  
**OF**  
**BOX 424, STATION MAIN, LLOYDMINSTER, SK S9V 0Y4**  
[hereinafter referred to as the "Owner(s)"]

- and -

**CAROLYN RAE GREEN**  
**OF**  
**RR #3, VERMILION, AB T9X 1Y8**  
[hereinafter referred to as the "Owner(s)"]

### **ROAD ACQUISITION AGREEMENT**

**WHEREAS:**

A. The Owner(s) are the registered owners of the following lands:

**LEGAL DESCRIPTION**

THE SOUTH EAST QUARTER OF SECTION FOUR (4)  
TOWNSHIP FORTY EIGHT (48)  
RANGE SIX (6)  
WEST OF THE FOURTH MERIDIAN,  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT: 0.417 HECTARES (1.03 ACRES) MORE OR LESS  
FOR ROAD AS SHOWN ON ROAD PLAN 503TR.  
EXCEPTING THEREOUT: PLAN 232-                      
EXCEPTING THEREOUT ALL MINES AND MINERALS

THE SOUTH WEST QUARTER OF SECTION FOUR (4)

TOWNSHIP FORTY EIGHT (48)  
RANGE SIX (6)  
WEST OF THE FORTH MERIDIAN  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT: 0.417 HECTARES (1.03 ACRES) MORE OR LESS  
FOR ROAD AS SHOWN ON ROAD PLAN 503TR.  
EXCEPTING THEREOUT: PLAN 232-\_\_\_\_\_  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

(hereinafter referred to as the "Lands").

- B. The Owner(s) have applied to the Municipality for approval to subdivide the Lands.
- C. As a condition of the Municipality's approval of the Owner(s) application to subdivide (file #22-R-610) the Lands, and in lieu of requiring the immediate dedication of all roads deemed necessary by the Municipality, the Municipality has required that the Owner(s) convey all of their rights, title and interest to portions of the Lands for the purpose of constructing, widening, and/or upgrading a public roadway upon and subject to the terms and conditions contained within this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained within this Road Acquisition Agreement, the Municipality's agreement to forego the immediate dedication of roads, and the payment to the Owners of the sums described within this Road Acquisition Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

#### **Purchase of Roadway**

1. The Owner(s) hereby convey to the Municipality, free and clear of all encumbrances, all of their right, title and interest in and to all that portion of the Lands described as follows:
- a) All that portion of the Lands consisting of 0.828 hectares (2.04 acres) more or less for road development as approximately shown outlines in red on the diagram attached hereto as Schedule "A" and "B";*

(hereinafter referred to as the "Roadway"), for and in consideration of the purchase price of one (\$1.00) dollar (hereinafter referred to as the "Purchase Price").

2. The parties hereby covenant and agree that in addition to forming the consideration for the transfer of the Roadway, the Purchase Price shall be deemed as full and final settlement of any and all damages, claims, inconvenience, and expenses whatsoever which the Owner(s) may or shall suffer (including, without restriction, all legal costs and claims by any licensee, tenant, or any other party holding or claiming any interest in the Lands or being entitled to any use or possession of all or any portion of the Lands, now or in the future) as a result of the acquisition and construction of the Roadway. The Owner(s) shall indemnify and hold the Municipality harmless from and against any and all such claims and liability incurred by or alleged against the Municipality including, without restriction, all legal costs on a solicitor and his own client full indemnity basis.
3. The Purchase Price shall be paid upon the execution of this Agreement, receipt and sufficiency of which is hereby acknowledged by the Owners (the "Closing Date").

4. All consideration to be paid or otherwise performed pursuant to this Agreement shall be deemed to be exclusive of applicable Goods and Services Tax. The Purchase Price does not include Goods and Services Tax ("G.S.T.") which shall be payable by the Municipality to the Owner(s) on the Closing Date. If the Municipality is properly registered for the purposes of the Goods and Services Tax pursuant to the *Excise Tax Act* of Canada, and prior to the Closing Date the Municipality has provided to the Owner(s) confirmation of a G.S.T. registration number, confirmation that the Municipality is such a registrant, and a covenant by the Municipality to indemnify the Owner(s) with respect to any and all costs relating to the G.S.T. payable with respect to this transaction, G.S.T. shall not be payable on the Closing Date. However, the Municipality shall be responsible for filing all reports or documentation necessary in order to satisfy the requirements of Section 228(4) of the *Excise Tax Act*, including the remittance of any G.S.T. payable by the Municipality.
5. The Municipality and the Owner(s) further covenant and agree that the exact location of the Roadway as described or shown within this Agreement are approximate and are subject to amendment and relocation by the Municipality in its sole and absolute discretion.

#### **Construction and Fencing**

6. From and after the date of execution of this Agreement by the Owner(s) and the Municipality, the Municipality, and its servants, agents, representatives, employees, licensees, contractors, workmen or surveyors, shall have the right to enter upon the Lands, either on foot or by means of vehicles, with such equipment as is necessary (in the Municipality's sole and absolute discretion), and to remain on the Lands, for the purpose of constructing, widening, and/or upgrading the Roadway (if necessary).
7. The Municipality shall not be under any duty or obligation to construct, widen and/or upgrade the Roadway immediately, nor commence or complete construction by any particular date or during any particular time of year, and the Municipality shall be at liberty to construct, widen and/or upgrade the Roadway, or any portions thereof, when the Municipality in its sole and absolute discretion considers that the said construction is necessary and warranted.
8. If any fencing exists upon any portion of the Roadway being used for road improvement purposes, the said fence or any portions thereof may be removed by the Municipality and replaced at no cost to the landowner, as per standard in the County of Vermilion River Policy.
9. In the event that the construction of the Roadway requires the construction of backsloping upon the Lands adjacent to the Roadway, the Municipality shall be entitled to the right, license, privilege and easement over the Lands for the purposes of entering upon the Lands to construct and maintain the road backslope.

#### **Registration and Completion**

10. This document constitutes an agreement with the Owner(s) to acquire land for the purpose of a road, all within the meaning of Section 62 of the *Municipal Government Act*, R.S.A. 2000, Chap. M-26 as amended and/or replaced from time to time, notwithstanding the fact that further formal documents may be required. The parties hereto agree to do all such acts and properly execute and deliver all such documents reasonably requested by the other party in order to fully carry out and perform the true intent and object of this Agreement.



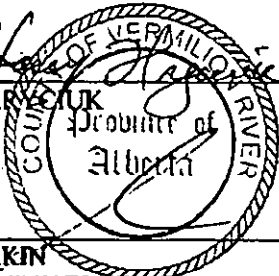
being fully understood and agreed by the parties that the Purchase Price shall be the full and final consideration for the transfer of the Roadway, and full and final settlement and compensation for any and all such claims described above, and the Owners hereby release the Municipality from liability arising therefrom.

18. Except as otherwise set forth herein, all expenses incurred by the Owner(s) or the Municipality with respect to the consummation of the transactions of purchase and sale contemplated by this Agreement shall be paid by the party incurring same.
19. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
20. This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and is signed by the parties hereto, but not otherwise.
21. This Agreement is not assignable by either of the parties hereto without the prior written consent of the other, which consent may not be arbitrarily withheld.
22. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations, or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein. Notwithstanding the foregoing, any default under any Development Agreement affecting the Lands shall be deemed to be a default by the Owner(s) under this Agreement.
23. In addition to any other rights or remedies available to the Municipality pursuant to this Agreement, in law or in equity, upon a default occurring in the performance of any of the Owner(s) obligations contained within this Agreement the Municipality shall have the right, but not the obligation, to perform the obligations in default. Any and all costs incurred by the Municipality in performing any of the Owner(s) obligations under this Agreement shall be payable by the Owner(s) immediately upon demand.
24. This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.
25. Notwithstanding anything contained herein, time shall in every respect be of the essence.
26. The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice, and that each has had an opportunity to read, review and understand the nature and effect of the provisions of this Agreement prior by executing this Agreement. Each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:
  - (a) obtained such legal or other professional advice; or
  - (b) waived the right to obtain such independent legal or other professional advice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF VERMILION RIVER

PER: *Stacey Hryciuk* (seal)  
STACEY HRYCIUK  
REEVE



PER: \_\_\_\_\_ (seal)  
ALAN PARKIN  
CHIEF ADMINISTRATIVE OFFICER

PER: *Corinne Theiss*  
CORINNE DALE THEISS

PER: *C. Manners*  
CHERYL ELLEN MANNERS

PER: *Carolyn Rae Green*  
CAROLYN RAE GREEN

PER: *Carol Therman*  
WITNESS

**AFFIDAVIT OF EXECUTION**

I, CAROL THERRIEN of the Town of Vermilion in the Province of Alberta,  
MAKE OATH AND SAY:

1. That I was personally present and did see Carinne Theiss, Cheryl Mannes, Carolyn Green who on the basis of the identification provided to me, I believe to be the persons named in the within instrument, duly sign the instrument.
2. That the same was executed at the Town of Vermilion in the Province of Alberta, and that I am the subscribing witness thereto.
3. I believe the persons whose signatures I witnessed are at least eighteen (18) years of age.

SWORN BEFORE ME at the Town of  
Vermilion in the Province of Alberta,  
this 13 day of February, 2023

)  
)  
)  
)  
)  
Carol Therrien

Wendy Gill  
A Commissioner for Oaths in and for Alberta

**Wendy Gill**  
A Commissioner for Oaths  
in and for the province of Alberta  
My Commission Expires January 13, 2026

(Form B) (Section 4)  
**DOWER ACT AFFIDAVIT**  
(if single Owner)

I, \_\_\_\_\_, of \_\_\_\_\_,  
in the Province of Alberta, MAKE OATH AND SAY:

1. I am the transferor named in the within instrument.
2. I am not married. *or* Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage. *[select appropriate provision, crossing out and initialing the other]*

SWORN BEFORE me at \_\_\_\_\_, )  
in the Province of Alberta, )  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. )

\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta

**CONSENT OF SPOUSE**

*(if individual Owner has resided on Lands with spouse, to be executed by 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.

**CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE**

1. This document was acknowledged before me by \_\_\_\_\_ apart from (his wife/her husband).
2. \_\_\_\_\_ acknowledged to me that (he/she),
  - (a) is aware of the nature of this disposition;
  - (b) is aware that THE DOWER ACT 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 for the purpose of giving up the life estate and other dower rights in the homestead given to (him/her) by THE DOWER ACT 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 (his wife/her husband).

DATED at \_\_\_\_\_, in the Province of Alberta, )  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_. )

\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, \_\_\_\_\_, of the \_\_\_\_\_ of \_\_\_\_\_,  
in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am an officer of \_\_\_\_\_, named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at \_\_\_\_\_, )  
in the Province of Alberta, this \_\_\_\_ day of )  
\_\_\_\_\_, 20\_\_\_\_. )

\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta )

\_\_\_\_\_

**AFFIDAVIT OF EXECUTION FOR WITNESS**

I, \_\_\_\_\_, of the \_\_\_\_\_, in the Province of  
Alberta, MAKE OATH AND SAY:

1. That I was personally present and did see \_\_\_\_\_, who on the basis of the identification provided to me, I believe to be the person(s) named in the within instrument, duly sign the instrument.
2. That the same was executed at the \_\_\_\_\_, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I believe the persons whose signatures I witnessed are at least eighteen (18) years of age.

SWORN BEFORE ME at the \_\_\_\_\_ of )  
\_\_\_\_\_, in the Province of Alberta, )  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )

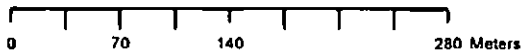
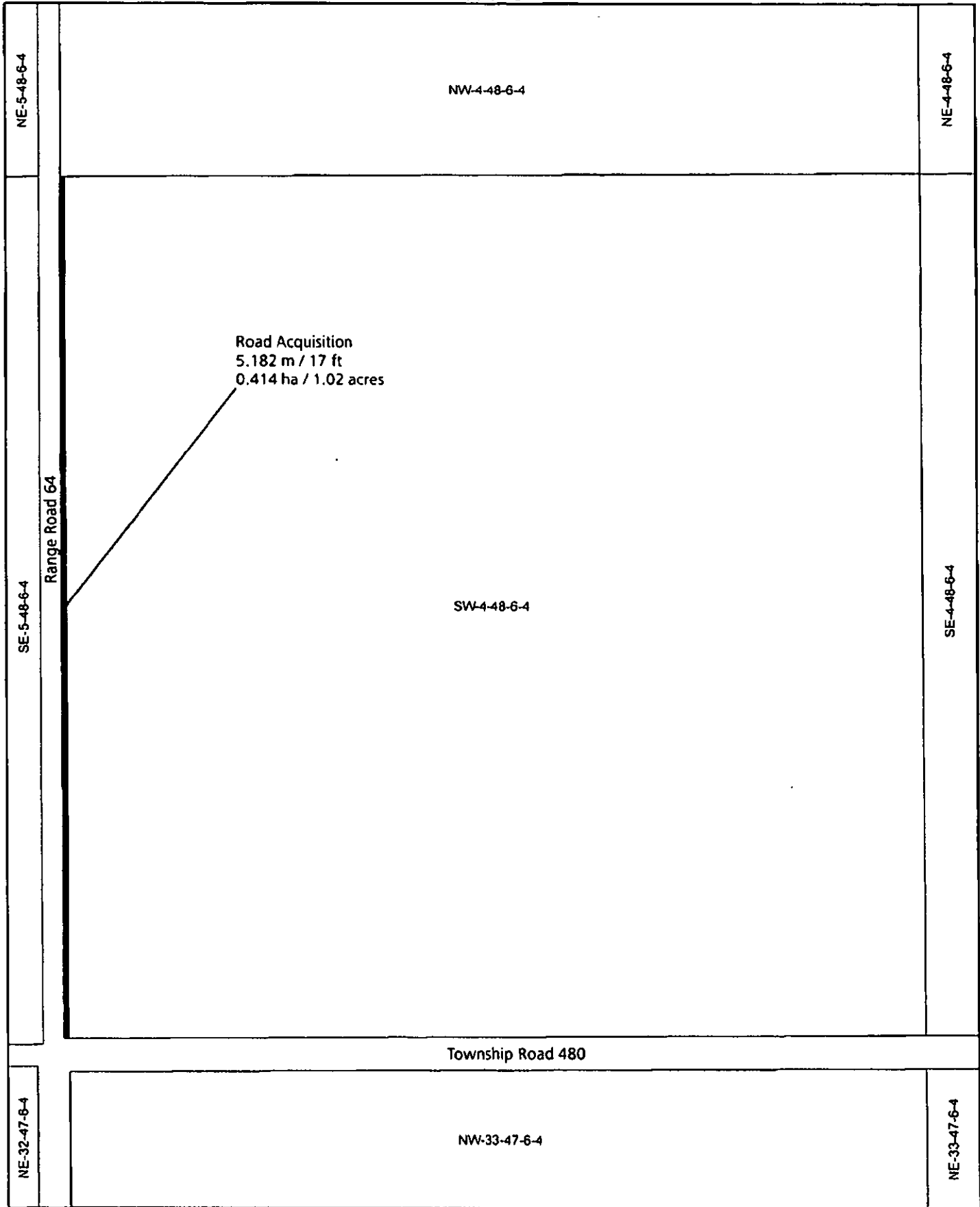
\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta

\_\_\_\_\_

**SCHEDULE "A" & "B"**

**The Roadway**

# Schedule 'A'









232201133

232201133 REGISTERED 2023 06 28  
CAVE - CAVEAT  
DOC 2 OF 2 DRR#: E006GYD ADR/JCHEN