

80 Acres +/- to be subdivided out of NE-8-51-6-W4TH and being sold as Parcel 1. Please check back at a later date for the Proposed Subdivision Plan.

LAND TITLE CERTIFICATE

S LINC SHORT LEGAL TITLE NUMBER 0029 311 487 4;6;51;8;NE 052 361 129 LEGAL DESCRIPTION THE NORTH EAST QUARTER OF SECTION EIGHT (8) TOWNSHIP FIFTY ONE (51) RANGE SIX (6) WEST OF THE FOURTH MERIDIAN CONTAINING 64.2 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS A) PLAN 3911T - ROAD 1.62 4.00 B) PLAN 814JY - ROAD 0.405 1.00 C) PLAN 8022075 - ROAD 0.404 1.00 D) PLAN 0222457 - DESCRIPTIVE 21.27 52.6 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME ESTATE: FEE SIMPLE MUNICIPALITY: COUNTY OF VERMILION RIVER REFERENCE NUMBER: 032 283 622 _____ REGISTERED OWNER(S) REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION _____ 052 361 129 26/08/2005 TRANSFER OF LAND \$120,000 \$120,000 OWNERS JAY LAWRENCE MATTERS AND ALTA-KAY MATTERS BOTH OF: BOX 3794 VERMILION ALBERTA T9X 2B8 AS JOINT TENANTS (DATA UPDATED BY: CHANGE OF ADDRESS 062355768)

EN	ICUMBRANCES, LIENS & INTERESTS PAGE 2
REGISTRATION	# 052 361 129
NUMBER DATE (D/M/Y)	
882 223 690 21/09/1988	UTILITY RIGHT OF WAY GRANTEE - THE COUNTY OF VERMILION RIVER NO. 24.
022 154 408 03/05/2002	CAVEAT RE : ACQUISITION OF LAND CAVEATOR - THE COUNTY OF VERMILION RIVER NO. 24. BOX 69, KITSCOTY ALBERTA TOB2PO
122 040 737 07/02/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - VERMILION CREDIT UNION LIMITED. 5019-50 AVE VERMILION ALBERTA T9X1A7 AGENT - BRENDA JACKSON
132 383 276 26/11/2013	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - VERMILION CREDIT UNION LIMITED. 5019-50 AVE VERMILION ALBERTA T9X1A7 AGENT - LAURA TYNER
232 200 669 28/06/2023	MORTGAGE MORTGAGEE - VERMILION CREDIT UNION LIMITED. 5019-50 AVE VERMILION ALBERTA T9X1A7 ORIGINAL PRINCIPAL AMOUNT: \$50,000
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, 2024 AT 05:23 P.M.

ORDER NUMBER: 51176900

CUSTOMER FILE NUMBER: CLHBID/wf



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:

022154408

ORDER NUMBER: 51176930

ADVISORY

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CAVEAT

TO THE REGISTRAR OF North Alberta LAND REGISTRATION DISTRICT

TAKE NOTICE that I, County of Vermilion River No. 24

of Box 69, Kitscoty in the Province of Alberta

claim (specify the estate or interest claimed)

an interest under and by virtue of an agreement in writing dated March 12, 2002 (a true copy of which is annexed hereto and forms part of this caveat) wherein the caveator has acquired from Alfred J Gagnon and Merna M Gagnon as the registered owner of the subject lands, a portion of the subject lands for the purpose of road right-of-way.

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The North East Quarter of Section eight (8) Township Fifty One (51) Range Six (6) West of the Fourth Meridian. Containing 64.2 Hectares (160 acres) more of less. Excepting thereout: 1.62 hectares (4.00 acres)more or less as shown on Road Plan 3911T 0.405 Hectare (1.00 acre) more or less as shown on Road Plan 814JY 0.404 Hectare (1.00 acre) more or less as shown on Road Plan 814JY 8022075 Excepting thereout all mines and minerals and the right to work the same.

being lands described in Certificate of Title, 982 228 402 standing in the register in the name of Alfred J Gagnon and Merna M Gagnon, and I forbid 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 my claim.

I APPOINT County of Vermilion River at Box 69, Kitscoty in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 19 day of April

A,D. 2002. Ho.....

Signature of the Caveator or Agent

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CANADA I, Glenda Thomas } of the Village of Kitscoty in the Province of Alberta PROVINCE OF ALBERTA) TO WIT)

make oath and say:

THAT I am agent for the above-named Caveator. 1.

2. THAT I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the Village of) Kitscoty in the Province of Alberta) this 19 day of April A.D. 2002)

Glenda Thomas County Administrator

А Commissioner

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Carol Hudson Expires March 28, 2004

AGREEMENT FOR THE ACQUISITION OF LAND

MEMORANDUM OF AGREEMENT entered into this 12 day of MRR. A.D. 2002.

BETWEEN:

THE COUNTY OF VERMILION RIVER NO. 24 a municipal corporation having an office in the Village of Kitscoty, in the Province of Alberta, (hereinafter referred to as) "the County"

OF THE FIRST PART

AND:

Alfred J. Gagnon & Merna M. Gagnon of Vermilion in the Province of Alberta, hereinafter referred to as "the Owner"

OF THE SECOND PART

WHEREAS THE OWNER is (the registered owner) (the Purchaser under an Agreement for Sale) of the following lands:

The North East Quarter of Section eight (8) Township Fifty One (51) Range Six (6) West of the Fourth Meridian. Containing 64.2 Hectares (160 acres) more of less Excepting thereout: 1.62 hectares (4.00 acres)more or less as shown on Road Plan 3911T 0.405 Hectare (1.00 acre) more or less as shown on Road Plan 814JY 0.404 Hectare (1.00 acre) more or less as shown on Road Plan 814JY 0.404 Hectare (1.00 acre) more or less as shown on Road Plan 814JY 0.404 Hectare (1.00 acre) more or less as shown on Road Plan 814JY 0.404 Hectare (1.00 acre) more or less as shown on Road Plan 8022075 Excepting thereout all mines and minerals and the right to work the same.

(hereinafter referred to as "the Land"); and

WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the owner for the purpose of constructing, extending or widening a public roadway or ditch; and

WHEREAS THE OWNER is prepared to sell a portion of the Land to the County for the purpose of constructing, extending or widening a public roadway or ditch on the terms and subject to the conditions hereinafter set forth.

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NOW THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the covenants and agreements hereinafter contained, the Owner and the County covenant and agree, each with the other as follows:

 The Owner hereby sells to the County and the County hereby purchases from the Owner that portion of the Lands described as:

The most <u>easterly</u> seventeen (17) feet (5.18 metres) in perpendicular width throughout the said land and premises being adjacent to the <u>west</u> boundary of the municipal road allowance as shown on the attached Schedule "A".

- The Owner agrees to accept the sum of One (\$1.00) Dollar for approximately <u>1.03</u> acres (<u>.41</u> hectares) of land as full and final settlement for the said portion being acquired by the County.
- 3. If a fence exists as of the date of the Agreement, and the said fence is on the said portion being sold to the County, pursuant to this Agreement, the said fence shall be replaced at no cost to the Owner to an equal or better standard on the new boundary of the Lands at the time that the reconstruction of the road is completed.

Type of Fence:

- 4. From and after the date of execution of the Agreement by the owner and the County, the County shall be at liberty to enter upon the said portion of land as described in Clause #1 of this Agreement, with surveyors, workmen and contractors, for the purpose of constructing, extending or widening a public roadway or ditch.
- 5. The County shall not be under any duty or obligation to construct, extend or widen the public roadway or ditch immediately and the County shall be at liberty to construct, extend or widen the public roadway or ditch when the County in its sole and absolute discretion considers that the said construction, extension or widening is necessary and warranted.
- 6. The County shall be at liberty to file a Caveat against the title to the Lands to protect its interest in the Lands under this Agreement and the Owner acknowledges and agrees that the County shall not be required to file a plan of survey for the said portion at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary.

7. This Agreement shall be binding upon the heirs, executors, administrators, transferrees and assigns of the County and the owner.

IN WITNESS WHEREOF (the Owner has hereunto set his hand and seal) (the Owner has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf) and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as of the day and year first above written.

SIGNED	BY THE SAID OWNER)
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COUNTY OF VERMILION/RIVER NO. 24 Reeve

Administrator

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022154408 REGISTERED 2002 05 03 CAVE - CAVEAT DOC 1 OF 2 DRR#: 9601774 ADR/CRJONES LINC/S: 0017690314