



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0023 496 657           4;17;56;22;NW           832 082 184

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 17 TOWNSHIP 56  
SECTION 22  
QUARTER NORTH WEST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT  
0.081 HECTARES (0.20 ACRES) MORE OR LESS, TAKEN FOR ROAD  
AS SHOWN ON ROAD PLAN 3143HW  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: LAMONT COUNTY

-----  
REGISTERED OWNER(S)  
REGISTRATION      DATE (DMY)      DOCUMENT TYPE      VALUE      CONSIDERATION  
-----  
832 082 184      12/04/1983                                      \$80,000

OWNERS

RONALD MICHAEL MATENCHUK  
OF 231 CATHCART ST  
WINNIPEG  
MANITOBA R3R 0S1

-----  
ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION  
NUMBER      DATE (D/M/Y)      PARTICULARS  
-----  
132 275 338      03/09/2013      UTILITY RIGHT OF WAY  
   GRANTEE - ATCO ELECTRIC LTD.  
  
172 284 125      30/10/2017      DISCHARGE OF UTILITY RIGHT OF WAY 132275338  
   PARTIAL  
   EXCEPT PLAN/PORTION: 1424846

( CONTINUED )

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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 832 082 184

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

172 312 906      24/11/2017      CERTIFICATE OF LIS PENDENS  
"MATRIMONIAL PROPERTY ACT"

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 12 DAY OF  
JANUARY, 2026 AT 10:19 A.M.

ORDER NUMBER:      55968974

CUSTOMER FILE NUMBER:      CLHBID/wf



\*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  
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:**

**132275338**

**ORDER NUMBER: 56284226**

**ADVISORY**

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

GST #

N/A

**ALBERTA ELECTRIC TRANSMISSION LINE RIGHT OF WAY AGREEMENT**

THIS AGREEMENT made this 8 day of AUGUST, 2013  
2 day of OCTOBER, 2012.

Initials



BETWEEN:

**RONALD MICHAEL MATENCHUK***(hereinafter called the "Landowner")*

AND

**ATCO ELECTRIC LTD.**

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 registered encumbrances, liens and interests, if any, as are notified on the certificate of title, in that parcel of land in the Province of Alberta, being:

**MERIDIAN 4 RANGE 17 TOWNSHIP 56****SECTION 22****QUARTER NORTH WEST****CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS****EXCEPTING THEREOUT****0.081 HECTARES (0.20 ACRES) MORE OR LESS, TAKEN FOR ROAD****AS SHOWN ON ROAD PLAN 3143HW****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;

Initials



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 covenants contained in this agreement, the Landowner being the registered owner or being entitled to become the registered owner of an estate in fee simple, subject to registered encumbrances, liens and interests, if any, in the Lands 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, using, maintaining, inspecting, patrolling, removing, replacing, reconstructing, altering and repairing a Transmission Line, and
- (ii) the right to gain access to the Right of Way by persons and equipment and to go outside the limits of the Right of Way with all necessary, persons 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, such right being subject to the provisions hereinafter contained.

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

# 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, weed control 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.
- (c) "Energization" means the commencement of the transmission of electrical energy in bulk.
- (d) "Head Lands" means, where applicable, that narrow strip of the Lands bordering cultivated fields and separating such cultivated fields from other fields or uses within the Lands.
- (e) "Right of Way" means the portion of the Lands in the approximate location as shown on the sketch plan attached as Schedule "A" to be further delineated by a plan of survey.
- (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.

Initials



- (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, together with all substations, operational and control devices, and all property of any kind used for the purpose of or in connection with, or incidental to, the operation of a transmission line, including without limitation related equipment as may be deemed necessary by the Company, whereby electric energy is transmitted in bulk.
- (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 and "Trimming" shall have a corresponding meaning.
- (i) "Uncultivated Lands" means that portion of the Lands which are not Cultivated Lands or Head Lands.

## 2. FILING PLAN OF SURVEY

The Company agrees that on or before two years from the Energization of the Transmission Line it shall register at the appropriate Land Titles Office a plan of survey limiting the Right of Way to a strip Thirty  
(30) metres in width across the Lands in the approximate location as shown on the sketch plan attached hereto as Schedule "A", initialed 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, the plan of survey or an extract from the plan of survey showing the location of the Right of Way on the Lands.

## 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 partial discharge 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 it shall, upon the request of the Landowner, 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

Prior to commencing actual construction on the Lands, the Company shall pay the Landowner:

- (a) pursuant to Section 19(1) of the Surface Rights Act, as amended, the entry fee for the acreage within the Right of Way in the sum of FIVE HUNDRED (\$500.00) DOLLARS per acre (minimum total of \$250.00, maximum total \$5000.00 per titled unit) totalling  
- Two Thousand Nine Hundred Ninety - (\$ 2990 ),
- (b) for value of the land comprised within the Right of Way a one-time payment of  
- Two Thousand - (\$ 2000 ) DOLLARS per  
acre, totalling Eleven Thousand Nine Hundred Sixty (\$ 11960 ) DOLLARS, and
- (c) for all general matters of first year adverse effects or disturbance which shall include, without limiting the generality of the foregoing, compensation for nuisance, inconvenience, goodwill, negotiations, construction disturbances and costs, if any, a one-time payment of  
- One Thousand Five Hundred - (\$ 1500 ) DOLLARS.

INITIAL COMPENSATION PAYABLE UNDER CLAUSE 5 \$ 16 450 , AND IF APPLICABLE  
CLAUSE 6 \$ — , TOTALS \$ 16 450 .

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. This right is granted subject to the Company identifying and giving the Landowner notice of the areas required from time to time for the removal of trees and other vegetation and the Company shall compensate the Landowner for this right at the rate of 50% of the per acre market value of the Lands, which is agreed to be: \_\_\_\_\_

(\$ \_\_\_\_\_) DOLLARS per acre, totalling \_\_\_\_\_

(\$ \_\_\_\_\_) 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, AND FURTHER PROVIDED that the Company shall, in exercising this right, minimize the extent of trees and vegetation removed and trimmed.

7. **BASIS OF ANNUAL COMPENSATION FOR STRUCTURES**

Within a reasonable time after the construction of the Transmission Line and annually thereafter during the term of this agreement, the Company shall pay to the Landowner annual compensation on the following basis:

The sum of

- (a) - One thousand three hundred eighty - (\$-1380.00 - ) DOLLARS for each Structure to be placed on Cultivated Lands within the Right of Way, and
- (b) - Two hundred seventy six - (\$-276.00 - ) DOLLARS for each Structure to be placed on Uncultivated Lands within the Right of Way, and
- (c) - Six hundred ninety - (\$-690.00 - ) DOLLARS for each Structure to be placed on Head Lands within the Right of Way.

initials



**8. MANNER OF PAYMENT OF ANNUAL COMPENSATION**

Annual Compensation shall be paid as follows:

- (a) The obligation to pay Annual Compensation under this agreement shall terminate in the event that the Lands are no longer being used for agricultural purposes.
- (b) 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.
- (c) 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. 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 to the Company by the Landowner of a bona fide change in the Landowner's 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.

**10. TERMINATION OF AGREEMENT**

This agreement shall cease to be of any further force or effect and neither party hereto shall have any further rights or obligations, if by the date which is the third anniversary of the date of this agreement the Company has not paid to the Landowner the compensation for the grant of right of way set out in Clause 5 hereof. If, as a result of the occurrence of the foregoing, this agreement ceases to be of any further force or effect, then the Company shall forthwith execute and register such documents as may be necessary to release and discharge this agreement from the certificate or certificates of title for the Lands and upon the registration of such release or discharge, the Company shall notify the Landowner thereof.

Initials



**11. 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 nor interfere with 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 or the exercise by the Company of any of its rights herein granted. Where the Company requires access through an existing fence, or a fence hereafter constructed by the Landowner, the Company shall either repair the fence or construct a gate in such fence. Such gate shall be of sufficient width to admit passage of farm equipment.

**12. 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 livestock and to 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 to it by this agreement. The Company shall not be liable for indirect or consequential damages nor for damage caused to the property of the Landowner by his own act or omission or by 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.

**13. 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 the willful or grossly negligent acts or omissions of the Landowner, his agents, servants or contractors.

**14. INDEMNIFICATION OF THE LANDOWNER BY THE COMPANY**

The Company shall indemnify and hold harmless the Landowner against all actions, suits, claims and demands made by any person or persons, in respect of any loss, injury or damage suffered by such person or persons, arising out of, or in connection with the exercise by the Company of its rights hereunder and this obligation shall survive the expiration or termination of this agreement.

**15. 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 Lands and the Company may remove such property from the Lands at any time.

**16. 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 all above-ground portions of the Structures, as well as such below-ground portions as required by applicable regulatory requirements at the time of removal, and terminate all rights and obligations hereunder and thereupon this agreement shall come to an end and cease to be of any further force or effect. Upon the Company removing such Structures from the Right of Way, it shall remediate all damage to the Right of Way arising as a result of the exercise by the Company of its rights hereunder 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.

**17. 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 post.

addressed to the Landowner at:

RONALD MICHAEL MATENCHUK  
6507- 152b Avenue Nw, Edmonton, Alberta T5A 4V4

and addressed to the Company at:

ATCO Electric Ltd.  
P. O. Box 2426  
10035 - 105 Street  
Edmonton, Alberta  
T5J 2V6

ATTENTION: Senior Supervisor, Land Department, Capital Division

or at such other address of which 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 post, fourteen (14) days after mailing thereof postage prepaid.

**18. RESPONSIBILITY FOR NOTIFICATION OF CHANGE OF OWNERSHIP**

The Landowner shall notify the Company promptly and in writing of any change in ownership of the Lands and the Company shall be entitled to continue to make payments to the existing Landowner (prior to the change in ownership) until satisfied of the status of the new owner of the Lands. The Landowner agrees not to retain the right to annual compensation payments upon the sale of the Lands and the Company shall be entitled to make such payments to the new landowner of the Lands in full discharge of its obligations hereunder.

**19. 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 or as a result of its installations thereon or in connection with its operations thereon.

**20. DEFAULT**

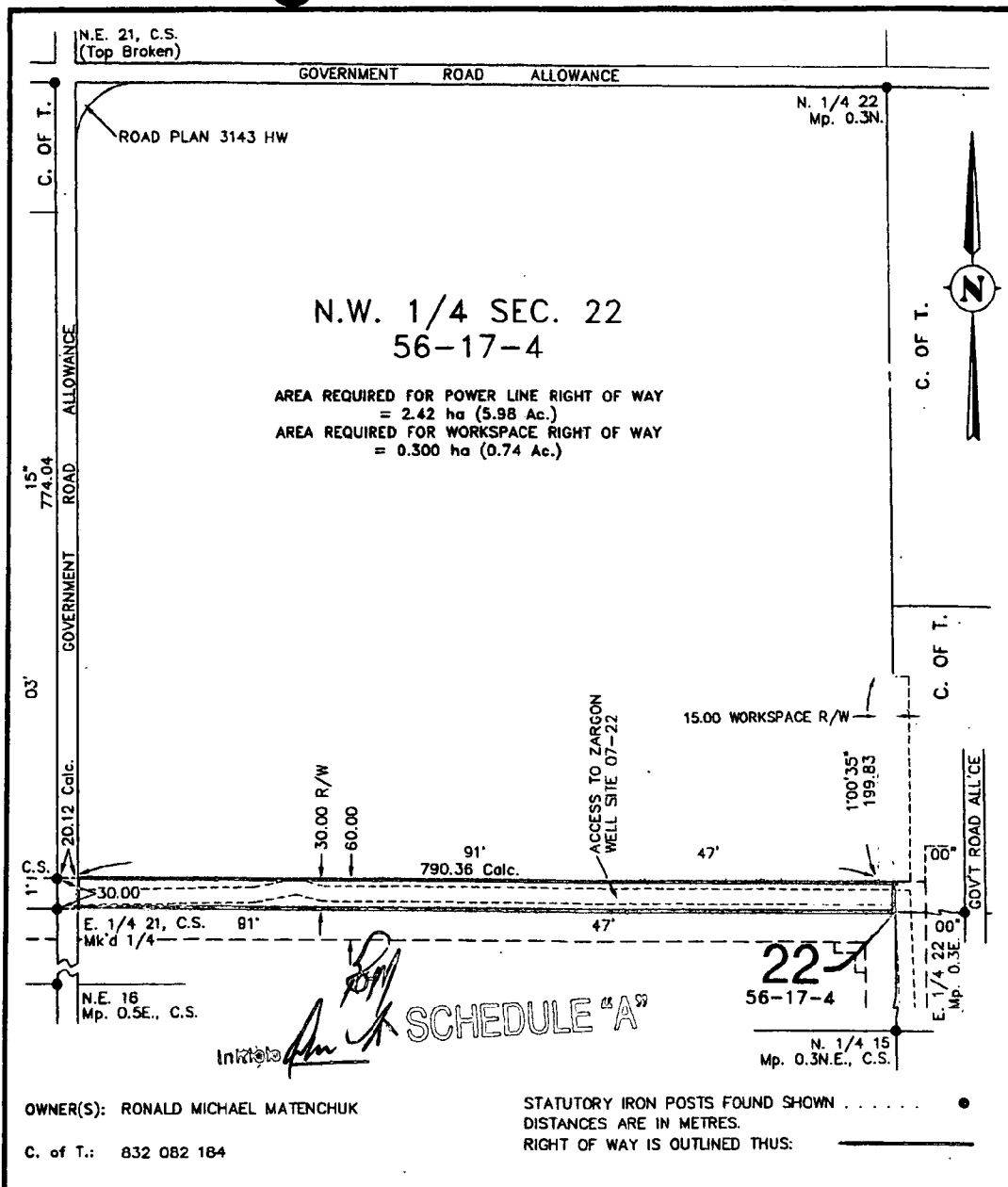
Neither party shall be considered in default in performance of its obligations under this agreement, to the extent that the performance of such obligations or any of them, is delayed by circumstances which are beyond the control of the Landowner or the Company; PROVIDED HOWEVER, the Company shall not 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.

**21. COVENANT RUNNING WITH THE LAND**

This agreement and the rights herein granted to the Company shall run with and be annexed to the Lands 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 be annexed to the Lands and shall extend to, be binding upon and enure to the benefit of the parties hereto, their executors, administrators, successors and assigns, as the case may be.

Initials





## ATCO ELECTRIC LTD.

PLAN SHOWING  
POWER LINE AND WORKSPACE RIGHT OF WAY  
WITHIN  
N.W. 1/4 SEC. 22 - TWP. 56 - RGE. 17 - W. 4MER.  
LAMONT COUNTY - ALBERTA

I, Frank K. Meashaw, Alberta Land Surveyor, of St. Albert, Alberta, certify that this plan is true and correct to the best of my knowledge, and was prepared in accordance with the requirements of Section 6 of the Surface Rights Act General Regulation (AR 195/2007 s6:18B/2010).

*Frank K. Meashaw*  
Alberta Land Surveyor

MAY 10, 2013  
Date Signed



#140, 2121 Premier Way  
Sherwood Park, Alberta  
780.410.2580

DWG NAME: 34901-IDP-NW22-17

DRAFTED BY: DB

FILE No.: ED35-34901

SCALE: 1:5000

CHECKED BY: FM

DATE: MAY 10, 2013

22. ASSIGNMENT

The Company may assign the rights acquired under this agreement to a purchaser of the Transmission Line without the consent of, and without further consideration becoming payable to, the Landowner.

23. 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 (or, if a body corporate, has hereunto caused this agreement to be duly executed 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 AND DELIVERED**

by the above-named Landowner  
in the presence of

Witness

(Print Name)

BRIAN CHRISTIANSON

Landowner

(Print Name)

RONALD MICHAEL MATENCHUK

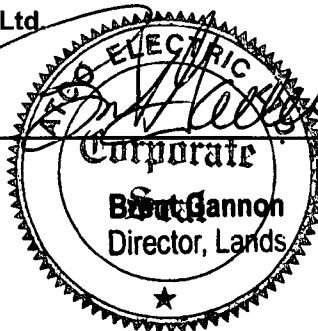
ATCO Electric Ltd.

Per:

Name:

Title:

ANDIE HAWKES  
SENIOR LAND ADMINISTRATOR  
CAPITAL DIVISION



**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/AFFIRMED before me at the \_\_\_\_\_  
of \_\_\_\_\_ in the Province  
of Alberta this \_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_  
\_\_\_\_\_

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

**AFFIDAVIT UNDER THE DOWER ACT**

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

I, RONALD MICHAEL MATENCHUK  
of the DISTRICT of EDMONTON  
in the Province of Alberta

MAKE OATH AND SAY: bc

1. THAT I am the grantor ~~(or duly appointed agent acting under Power of Attorney in my favour~~  
~~dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_, granted by the~~  
~~grantor) named in the within instrument.~~
2. bc ~~THAT I am (or my principal is) not married.~~ bc

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

- 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 \_\_\_\_\_ 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. \_\_\_\_\_

Ronald Michael Matenchuk  
RONALD MICHAEL MATENCHUK.

SWORN/AFFIRMED before me at the REGAL DISTRICT  
of EDMONTON in the Province of  
Alberta this 8 day of AUGUST A.D.,  
2013.

Brian Christianson

A Commissioner for Oaths in and for the Province of Alberta

**BRIAN CHRISTIANSON**  
Commissioner For Oaths in  
and for the Province of Alberta.  
Appointee # 0665501  
Expiry Date January 11, 2016

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

I, WE WAYNE MATENCHUK AND LORIE MATENCHUK of WOSTOK  
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.

I hereby agree to the sum of TWO HUNDRED FIFTY - (\$250.00)  
Dollars (the receipt and sufficiency of which is hereby acknowledged) as consideration for my consent.

DATED at the POSTAL DISTRICT of  
WOSTOK in the Province of Alberta  
this 2 day of AUGUST 2013.

Brian Christianson  
Witness **BRIAN CHRISTIANSON**

AS TO BOTH.

Wayne Matenchuk X  
LORIE MATENCHUK X

Address: P.O. Box 21  
WOSTOK, ALBERTA  
GST: T08450  
110748001 RT0001

**AFFIDAVIT OF EXECUTION**

CANADA	)	I, <u>BRIAN CHRISTIANSON</u>
PROVINCE OF ALBERTA	)	of the <u>DISTRICT</u> of <u>OLDS</u>
TO WIT:	)	in the Province of Alberta <u>LAND AGENT</u>
		(Occupation of Witness)

MAKE OATH AND SAY:

1. That I was personally present and did see WAYNE MATENCHUK AND LORIE MATENCHUK  
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 purpose named therein;
2. That the same was executed at the POSTAL DISTRICT of WOSTOK in the Province  
of Alberta, and that I am the subscribing witness thereto;
3. That I know the said WAYNE MATENCHUK AND LORIE MATENCHUK and he (or she or  
they) is/are in my belief of the full age of eighteen years.

SWORN/~~AFFIRMED~~ before me at the CITY  
of CAMROSE, in the Province of Alberta,  
this 7 day of AUGUST A.D. 2013

Gerald P. Zadko  
GERALD P. ZADKO  
A Commissioner for Oaths in and for the Province of Alberta  
My Commission Expires May 25, 2015

Brian Christianson  
**BRIAN CHRISTIANSON**

**AFFIDAVIT OF EXECUTION**

CANADA ) I, BRIAN CHRISTIANSON  
PROVINCE OF ALBERTA ) of the DISTRICT of OLDS  
TO WIT: ) in the Province of Alberta LAND AGENT  
(Occupation of Witness)

MAKE OATH AND SAY:

1. That I was personally present and did see RONALD MICHAEL MATENCHUK 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 purpose named therein;
2. That the same was executed at the POSTAL DISTRICT of EDMONTON in the Province of Alberta, and that I am the subscribing witness thereto;
3. That I know the said RONALD MICHAEL MATENCHUK and he (or she or they) is/are in my belief of the full age of eighteen years.

<sup>CE</sup>  
SWORN/~~AFFIRMED~~ before me at the CITY )  
of CAMROSE, in the Province of Alberta, )  
this 9 day of AUGUST A.D. 2013 )

A Commissioner for Oaths in and for the Province of Alberta

CONRAD EDWARDS  
MY APPOINTMENT EXPIRES  
SEPT. 13, 20 15

Brian Christianson  
BRIAN CHRISTIANSON

**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_  
PROVINCE OF ALBERTA ) of the \_\_\_\_\_ of \_\_\_\_\_  
TO WIT: ) in the Province of Alberta \_\_\_\_\_  
(Occupation of Witness)

MAKE OATH AND SAY:

1. That I was personally present and did see \_\_\_\_\_ 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 purpose named therein;
2. That the same was executed at the \_\_\_\_\_ of \_\_\_\_\_ in the Province of Alberta, and that I am the subscribing witness thereto;
3. That I know the said \_\_\_\_\_ and he (or she or they) is/are in my belief of the full age of eighteen years.

SWORN/AFFIRMED before me at the \_\_\_\_\_ )  
of \_\_\_\_\_, in the Province of Alberta, )  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ )

A Commissioner for Oaths in and for the Province of Alberta



**CONSENT OF PURCHASER**

I/We, \_\_\_\_\_ of \_\_\_\_\_ 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 contained 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 this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_.

SIGNED AND DELIVERED

by the said Purchaser in the presence of: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

Address: \_\_\_\_\_

GST: \_\_\_\_\_

**AFFIDAVIT OF EXECUTION**

CANADA	)	I, _____
PROVINCE OF ALBERTA	)	of the _____ of _____
TO WIT:	)	in the Province of Alberta _____

(Occupation of Witness)

MAKE OATH AND SAY:

1. That I was personally present and did see \_\_\_\_\_ 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 purpose named therein;
2. That the same was executed at the \_\_\_\_\_ of \_\_\_\_\_ in the Province of Alberta, and that I am the subscribing witness thereto;
3. That I know the said \_\_\_\_\_ and he (or she or they) is/are in my belief of the full age of eighteen years.

SWORN/AFFIRMED before me at the \_\_\_\_\_ )  
of \_\_\_\_\_, in the Province of Alberta, )  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ )

**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/AFFIRMED before me at the \_\_\_\_\_  
of \_\_\_\_\_ in the Province  
of Alberta this \_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_  
\_\_\_\_\_.

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

**AFFIDAVIT UNDER THE DOWER ACT**

C A N A D A	)	I, _____
PROVINCE OF ALBERTA	)	of the _____ of _____
TO WIT:	)	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. 20\_\_\_\_, 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 \_\_\_\_\_ 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. \_\_\_\_\_.

SWORN/AFFIRMED before me at the \_\_\_\_\_  
of \_\_\_\_\_ in the Province of  
Alberta this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

**DOWER ACT - (Section 21) AFFIDAVIT OF EXECUTOR OR ADMINISTRATOR**

I, \_\_\_\_\_ of \_\_\_\_\_, in the Province of \_\_\_\_\_, make oath and say:

1. I am the executor (or administrator) of the estate of \_\_\_\_\_
2. To the best of my knowledge, information and belief, the deceased was not married.

or

To the best of my knowledge, information and belief, the spouse of the deceased married person is dead.

or

To the best of my knowledge, information and belief, neither the deceased nor the spouse of the deceased have resided on the within mentioned land at any time since their marriage.

or

To the best of my knowledge, information and belief, the deceased was, at the time of his death, married to \_\_\_\_\_ being the person who executed the release of dower rights registered in the Land Titles Office on \_\_\_\_\_ as instrument number \_\_\_\_\_.

or

A judgement for damages was obtained against the deceased by his spouse and registered in the Land Titles Office on \_\_\_\_\_ as instrument number \_\_\_\_\_.

or

The homestead of the deceased consists of land other than the within mentioned land as determined by the election of the spouse (or the order of the Court of Queen's Bench) registered in the Land Titles Office on \_\_\_\_\_ as instrument number \_\_\_\_\_.

SWORN/AFFIRMED before me at the \_\_\_\_\_  
of \_\_\_\_\_ in the Province of Alberta  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

**SCHEDULE A - AFFIDAVIT OF INFANTS FOR ESTATES**

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_.

Make Oath and say:

1. THAT I am the Administrator (or Executor) of the Estate of \_\_\_\_\_ late of \_\_\_\_\_ in the Province of Alberta, Deceased and as such have a personal knowledge of the facts hereinafter deposed to.

2. THAT there are no infants interested in the said Estate nor were there any infants interested in the Estate at the time of the death of the said deceased.

SWORN/AFFIRMED before me at the \_\_\_\_\_ )  
of \_\_\_\_\_ in the Province of Alberta )  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_ )

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta



132275338

132275338 REGISTERED 2013 09 03  
UTRW - UTILITY RIGHT OF WAY  
DOC 1 OF 1 DRR#: A062390 ADR/MKELLER  
LINC/S: 0023496657

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**172284125**

**ORDER NUMBER: 56284226**

**ADVISORY**

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PARTIAL DISCHARGE OF UTILITY RIGHT OF WAY

LAND TITLES ACT  
Section 69

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

WE, ATCO Electric Ltd., a body corporate with its Head Office of 10035 - 105 Street, in the City of Edmonton, in the Province of Alberta, T5J 2V6, the Grantee, do hereby request that a partial discharge be granted for the utility right of way held by us and registered in the Land Titles Office for the said North Alberta Land Registration District as **132 275 338** and that such utility right of way is acknowledged to be **Partially Discharged except as to Plan 142 4846**.

The same is hereby partially discharged as to the following lands:

MERIDIAN 4 RANGE 17 TOWNSHIP 56  
SECTION 22  
QUARTER NORTH WEST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT  
0.081 HECTARES (0.20 ACRES) MORE OR LESS, TAKEN FOR ROAD  
AS SHOWN ON ROAD PLAN 3143HW  
EXCEPTING THEREOUT ALL MINES AND MINERALS

IN WITNESS WHEREOF the Grantee has hereunto set its hand this 25 day of September, 2017.

ATCO ELECTRIC LTD.

SM  
AL

*h. Gaspar*

Melanie Gaspar  
Supervisor, Land Administration

File: 55275



172284125

172284125 REGISTERED 2017 10 30

DISC - DISCHARGE

DOC 1 OF 1 DRR#: E0D138E ADR/BMCGUNIG

LINC/S: 0023496657