# LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0011 962 594 | 7822960;;C | 142 132 073 |

LEGAL DESCRIPTION
PLAN 7822960
LOT C
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 56.3 HECTARES (139.08 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;18;54;21;S

MUNICIPALITY: LAMONT COUNTY

REFERENCE NUMBER: 142 048 272

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REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 142 132 073 | 07/05/2014 | TRANSFER OF LAND | $278,000 | $278,000 |

OWNERS

PATRIE FARMS LTD.
OF BOX 314
MUNDARE
ALBERTA T0B 3H0

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ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 6365KQ | 25/07/1957 | UTILITY RIGHT OF WAY<br>GRANTEE - ATCO GAS AND PIPELINES LTD.<br>10035-105 ST<br>EDMONTON<br>ALBERTA T5J2V6<br>AS TO PORTION OR PLAN:3129KS<br>(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 012025405) |

( CONTINUED )

TOTAL INSTRUMENTS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 21 DAY OF OCTOBER, 2026 AT 11:57 A.M.

ORDER NUMBER: 58698410

CUSTOMER FILE NUMBER: CLHBID

*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.

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# ALBERTA GOVERNMENT SERVICES
## LAND TITLES OFFICE

**IMAGE OF DOCUMENT REGISTERED AS:**

# 6365KQ

ORDER NUMBER: 58790182

**ADVISORY**

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

L. T. O.
JUL 15 1957
EDMONTON

6365 KQ

DATED 5 July A.D. 1957.

PETER EWASIUK

to

NORTHWESTERN UTILITIES, LIMITED

re

N.W.¼ 15-54-18-4
S.E.¼ 21-54-18-4
S.W.¼ 21-54-18-4

| | | |
|---|---|---|
| Reg's Fee | 5 | |
| Ex. Ref. | 2 | |
| Ass'ce Fee | | |
| Ass. | | |
| C.C. | | |
| G.R. | | |
| | 7 | |

236-T-101 and 105-R-145

EASEMENT

I certify that the within instrument is duly [illegible] and Titles [illegible] and Registered [illegible] in the Province [illegible] 11.10 o'clock a.m. on the 25 day of July A.D. 19 57 Number 6365 Book K.Q., Folio 194.

Registrar
N. A. L. R. D.

Milner, Steer, Dyde, Poirier,
Martland and Layton

Royal Bank Chambers
Edmonton - Alberta

File 52971-4/AEH

# EASEMENT

**MADE the** 5 **day of** July **A.D., 1957.**

**BETWEEN:**

PETER EWASIUK
**of** Chipman **, in the**
**Province of Alberta,** farmer
**(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:**

Firstly:
All that portion of the Northwest Quarter of Section Fifteen (15), Township Fifty-four (54), Range Eighteen (18), West of the Fourth Meridian, in the Province of Alberta and required for gas pipeline right-of-way as shown coloured pink on Right-of-Way Plan 3129 K.S., containing Two and Sixty-five Hundredths (2.65) acres more or less. RESERVING thereout all mines and minerals subject to the exceptions, reservations and conditions contained in Transfer of Record as 5404 B.H.

Secondly:
All that portion of the Southeast Quarter of Section Twenty-one (21), Township Fifty-four (54), Range Eighteen (18), West of the Fourth Meridian, in the Province of Alberta and required for gas pipeline right-of-way as shown coloured pink on Right-of-Way Plan 3129 K.S., containing Two and Eighty Hundredths (2.80) acres more or less. RESERVING thereout all mines and minerals and the right to work the same.

Thirdly:
All that portion of the Southwest Quarter of Section Twenty-one (21), Township Fifty-four (54), Range Eighteen (18), West of the Fourth Meridian, in the Province of Alberta and required for gas pipeline right-of-way as shown coloured pink on Right-of-Way Plan 3129 K.S., containing One and Seventy-five Hundredths (1.75) acres more or less. RESERVING thereout all mines and minerals and the right to work the same.

**(hereinafter referred to as "the strip of 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 the strip of land;

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ---Five Hundred and Forty-------00/100---- Dollars ($540.00) 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 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 date 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, and with or without horses, 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.

2. The Grantee covenants and agrees with the Grantor:

(a) That it will lay down, take up, re-lay, 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 at 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, 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.

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

(a) That this agreement shall enure 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. )

E. A. MacDiarmid )

Peter Ewasiuk

NORTHWESTERN UTILITIES, LIMITED

By: M E Stewart
General Manager

J E Roberts.
Assistant Secretary

Easement

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Edward A. MacDiarmid of the City of Edmonton in the Province of Alberta, Right-of-Way and Claims Agent make oath and say:

1. THAT I was personally present and did see PETER EWASIUK, 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 District of Chipman in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said PETER EWASIUK and he is in my belief of the full age of twenty-one years.

SWORN before me at Edmonton in the Province of Alberta, this 8 day of July A.D., 1957.

E. A. MacDiarmid

A Commissioner for Oaths in and for the Province of Alberta

## 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;
   (d) 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);
   (e) is 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.....A.D., 19.....

A Commissioner for Oaths

### AFFIDAVIT

I, Peter Ewasiuk.....of..Chipman.....
in the Province of.Alberta.....Farmer..... make oath and say:
(Occupation)

P.E. 1. That I am the transferor ~~(or mortgagor, lessor, or incumbrancer, as the case may be) (or the duly appointed agent acting under power of attorney in my favor dated the.....day of.....A.D., 19...., granted by the transferor, mortgagor, or incumbrancer)~~ named in the within ~~(or annexed)~~ instrument.

~~2. That I am (my principal is) not married.~~

Or

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

Or

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

SWORN before me at.Chipman.....
in the Province of.Alberta.....
this...5.....day of....July.....A.D., 1957.

Peter Ewasiuk

E. A. MacDiarmid
A Commissioner for Oaths