



LAND TITLE CERTIFICATE

S	LINC	SHORT LEGAL	TITLE NUMBER
	0017 762 840	4;11;9;10;NW	191 188 353
	0017 762 858	4;11;9;10;NE	
	0017 762 865	4;11;9;10;SW	
	0017 762 873	4;11;9;10;SE	

LEGAL DESCRIPTION

FIRST  
MERIDIAN 4 RANGE 11 TOWNSHIP 9  
SECTION 10  
QUARTER NORTH WEST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	(ACRES)
MAINTENANCE AND OPERATION SITE	5704GX	1.14	( 2.82)
CANAL RIGHT OF WAY	8710946	5.69	(14.06)
AREA 'B'	8710946	6.06	(14.97)

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND  
MERIDIAN 4 RANGE 11 TOWNSHIP 9  
SECTION 10  
QUARTER NORTH EAST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS

THIRD  
MERIDIAN 4 RANGE 11 TOWNSHIP 9  
SECTION 10  
QUARTER SOUTH WEST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	(ACRES)
CANAL RIGHT OF WAY	8710946	4.55	(11.24)
AREA 'B'	8710946	0.262	( 0.65)

EXCEPTING THEREOUT ALL MINES AND MINERALS

FOURTH  
MERIDIAN 4 RANGE 11 TOWNSHIP 9  
SECTION 10



THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 18 DAY OF APRIL,  
2024 AT 07:54 A.M.

ORDER NUMBER: 50268861

CUSTOMER FILE NUMBER: clhbid/gk



\*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).



LAND TITLE CERTIFICATE

S	LINC	SHORT LEGAL	TITLE NUMBER
	0022 778 674	4;11;9;11;NW	191 188 502
	0022 778 682	4;11;9;11;SW	

LEGAL DESCRIPTION

FIRST  
MERIDIAN 4 RANGE 11 TOWNSHIP 9  
SECTION 11  
QUARTER NORTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND  
MERIDIAN 4 RANGE 11 TOWNSHIP 9  
SECTION 11  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF FORTY MILE NO. 8

REFERENCE NUMBER: 991 045 223

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
191 188 502	13/09/2019	AFFIDAVIT OF SURVIVING JOINT TENANT		

OWNERS

CHRISTINE WAGNER  
OF 52425 RANGE ROAD 220  
ARDROSSAN  
ALBERTA T8E 2H7

(DATA UPDATED BY: CHANGE OF ADDRESS 191250073)



**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**241035542**

**ORDER NUMBER: 50269532**

**ADVISORY**

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

THIS AGREEMENT IS MADE AND EFFECTIVE the 8 day of January, 2024.

BETWEEN:

**CHRISTINE WAGNER** ✓  
of 52425 Range Road 220, Ardrossan,  
Alberta, T8E 2H7  
(the "Grantor")

- and -

**DM GELD FARMS LTD. ("DM Geld")** ✓  
of Box 178, Bow Island, AB, T0K 0G0

and

**T & E AGRICULTURE LTD. ("T&E")** ✓  
of Box 1131, Bow Island, AB, T0K 0G0

(DM Geld and T&E are collectively  
referred to as the "Grantee") ✓

### **EASEMENT AGREEMENT**

BACKGROUND:

1. DM Geld is the registered owner, in fee simple, of the lands described in Certificate of Title and legal description shown on Schedule "C" as "DM Geld Lands" subject to the encumbrances and other interests as appear on the Certificate of Title, and T&E is the registered owner, in fee simple, of the lands described in Certificate of Title and legal description shown on Schedule "C" as "T&E Lands" subject to the encumbrances and other interests as appear on the Certificate of Title. DM Geld Lands and T&E Lands shall be known herein as the "**Grantee's Lands**".
2. The Grantor is the registered owner, in fee simple, of the lands described in Certificate of Title and legal description shown on Schedule "B", subject to the encumbrances and other interests as appear on the Certificate of Title. These lands shall be known herein as the "**Grantor's Lands**".
3. The Grantor and Grantee have agreed to enter into an Easement Agreement to provide access to underground waterlines for irrigation purposes.
4. The parties wish to define their respective rights and liabilities with respect to the easement with this agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises, mutual covenants and agreements herein contained, and the sum of TEN DOLLARS (\$10) paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the parties agree that their respective rights and liabilities shall be governed by this agreement, together with the schedules as herein described.

## **1. TERMS AND CONDITIONS**

This Agreement, including the recitals and the following schedules, which are attached hereto and made part hereof, shall be the terms and conditions as agreed to by the Grantor and the Grantee:

Schedule "A" – General Terms and Conditions

Schedule "B" – Grantors' Lands Legal Description

Schedule "C" – Grantee's Lands Legal Description

Schedule "D" - Reclamation Terms and Conditions

## **2. LOCATION, NOTICES AND CONTACTS:**

- a. The easement shall be located in, across, on, over, through and under the Grantor's Lands for the purpose of laying, constructing, maintaining, inspecting, repairing, replacing and operating an underground waterline(s) for the transmission, transportation or conduct of water through the Grantor's Lands to the Grantee's Lands.

- b. Notices:

Grantor's Address:

52425 Range Road 220, Ardrossan, Alberta, T8E 2H7

Grantees' Addresses:

DM Geld

Box 178, Bow Island, AB, T0K 0G0

T&E

Box 1131, Bow Island, AB, T0K 0G0

## **3. COUNTERPART**

This Agreement may be executed in any number of counterparts. Each executed counterpart shall be

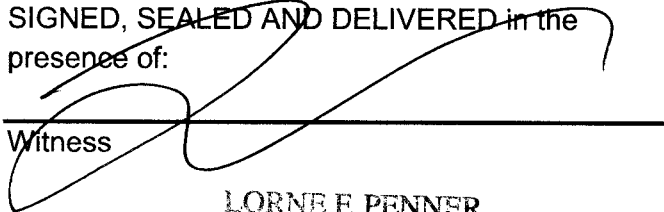


deemed to be an original and such counterparts shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness



LORNE F. PENNER  
Barrister & Solicitor

)  
)  
)   
) CHRISTINE WAGNER  
)

**DM GELD FARMS LTD.**

Per: \_\_\_\_\_  
President

Per: \_\_\_\_\_  
Secretary

We have authority to bind the Corporation

**T & E AGRICULTURE LTD.**

Per: \_\_\_\_\_  
President

Per: \_\_\_\_\_  
Secretary

We have authority to bind the Corporation

deemed to be an original and such counterparts shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_  
Witness

)  
)  
)  
)  
)  
)

\_\_\_\_\_  
CHRISTINE WAGNER

**DM GELD FARMS LTD**

Per: *Donald Delbreich*  
President

Per: \_\_\_\_\_  
Secretary

We have authority to bind the Corporation

**T & E AGRICULTURE LTD.**

Per: *[Signature]*  
President

Per: \_\_\_\_\_  
Secretary

We have authority to bind the Corporation

**AFFIDAVIT OF EXECUTION**

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

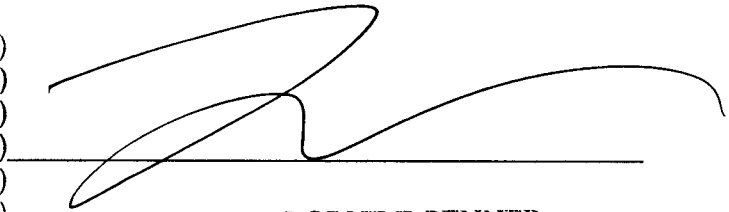
I, L. HAMLET )  
of the ~~City~~ of Sherwood Park )  
in the Province of Alberta )

LORNE F. PENNER  
Barrister & Solicitor

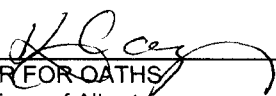
MAKE OATH AND SAY:

1. THAT I was personally present and did see CHRISTINE WAGNER 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 ~~City~~ of Sherwood Park, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said party and she is in my belief of the full age of 18 years.

SWORN BEFORE ME at the City of Sherwood Park, in the Province of Alberta, this 5th day of January, 2024.



LORNE F. PENNER  
Barrister & Solicitor

  
A COMMISSIONER FOR OATHS  
in and for the Province of Alberta.

**KELLY COOPER**  
A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA  
MY COMMISSION EXPIRES FEB. 11, 2026

**DOWER ACT**

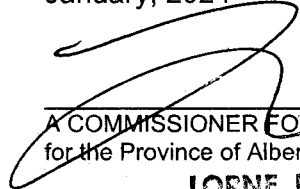
I, Christine Wagner of Ardrossan in the Province of Alberta

MAKE OATH AND SAY:

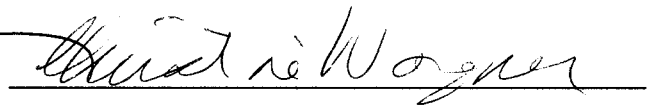
1. I am the transferor named in the within instrument.
2. Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

*HANDWRITING*

SWORN BEFORE ME at the ~~City~~ of SHALWOOD PARK in the Province of Alberta, this 8 day of January, 2024

  
\_\_\_\_\_  
A COMMISSIONER FOR OATHS in and for the Province of Alberta

**LORNE F. PENNER**  
Barrister, Solicitor, Notary Public &  
Commissioner for Oaths in and for Alberta  
My Commission Never Expires.

  
\_\_\_\_\_

**SCHEDULE "A"**  
**General Terms and Conditions**

**1. GRANT**

The Grantor does grant and transfer unto the Grantee the right, privilege and easement in perpetuity to enter upon the Grantor's Lands and to lay out, survey, excavate, dig, construct, repair, clean, use, operate and maintain up to two underground waterlines on the Grantor's Lands to the Grantee's Lands, not to exceed a width of 5 meters and such additional temporary construction easement not to exceed a width of 20 meters.

**2. RESERVED**

**3. LOCATION AND USE OF THE WATERLINE**

The Grantor hereby grants to the Grantee the right to introduce and deliver into the waterline for the Grantee's purposes water and by means of the waterline(s) to deliver and convey the water across the Grantor's Lands for the use by the Grantee on the Grantee's Lands.

**5. EXCLUSIVE USE**

The Grantee shall have exclusive use of the pipeline, however, shall not grant any access to the pipeline or Easement to any other party without the express written consent of the Grantor which consent may be arbitrarily withheld.

**6. CROP DAMAGES**

The Grantee shall pay compensation for any and all damages to crops on the Grantor's Lands, where such damage occurs as a result of the construction, operation and maintenance of the Grantee's waterline(s). In the event a second waterline is installed at a later date, and unless otherwise agreed to by the Grantor, the Grantee shall do the work after the fall harvest and before spring seeding.

**7. TOPSOIL**

The Grantee hereby agrees that topsoil must be stripped separately and replaced following construction.

**8. MAINTENANCE**

The Grantee hereby acknowledges that settling is expected following construction and will likely require annual maintenance to keep the underground waterline level with the field. The Grantee agrees to repair settling of the Grantor's Lands (the "Settling Maintenance"). The Grantee hereby agrees that they shall be responsible for the maintenance of the underground waterline and the Settling Maintenance. If the Grantee fails to maintain the underground waterline or the Settling Maintenance, the Grantor may conduct the repairs to their satisfaction and the Grantee will pay for the full cost of same upon presentation of invoices.

## **9. MANNER OF WORK**

The rights granted to the Grantee hereby will be exercised in a proper and workmanlike manner in accordance with good engineering practice, including, but not limited to, picking rocks, seeding grass, repairing, and replacing fences as needed.

## **10. USE OF CONTRACTORS**

The rights herein granted may be exercised by the said Grantee or any agent or servant thereof or any person, firm or corporation acting on the Grantee's behalf with all necessary machinery, equipment, and personnel.

## **11. USE BY GRANTOR**

- a. The Grantor shall, subject to the interests of the Grantee, have the right and license to practice normal farming practices on the Grantor's Lands, and save as herein expressed, the Grantee shall have no responsibility for any loss, damage or injury accruing to the Grantor or in any way arising out of the exercise of this right and the Grantor shall indemnify and save harmless the Grantee against any claim, action, cause of action or cost arising out of or in connection with the exercise by the Grantor of the said right and license.
- b. The Grantor shall not do, suffer or permit any act, thing or deed with respect to the demised lands, which will impede, curtail, restrict or interfere with the enjoyment of the right, easement and privilege hereby granted to the Grantee.

## **12. INFRASTRUCTURE**

The Grantee acknowledges that the underground waterline and any infrastructure installed on the Grantor's Lands is required to be of sufficient strength and at a sufficient depth such that it will not interfere with, or be damaged by, the use of the Grantor's Lands by the Grantor in the ordinary course of the Grantor's farming practice. The Grantee and Grantor agree that any damage to the underground waterline and any infrastructure caused by ordinary farming practices, including but not limited to tillage and the weight of farm equipment, shall not be the responsibility of the Grantor.

## **13. COVENANTS RUN WITH THE LAND**

The parties hereto agree that the right, easement and privilege hereby granted are appurtenant to the undertaking and works and waterline of the Grantee and run with the Grantee's Lands and the Grantor's Lands and shall enure to the benefit of and be binding upon the respective heirs, administrators, successors and assigns of the parties hereto and that the Grantee may register this agreement against the Grantor's Lands in the proper land registration district.

## **14. POSSESSION**

The Grantee shall from the date hereof be entitled to access to and possession of that portion of the Grantor's Lands demised herein for the purposes of this easement.

#### **15. CONSENT TO WORK**

The Grantor agrees that the Grantee may perform the work on the Grantor's Lands in accordance with the terms and conditions of this Agreement.

#### **16. COMPLIANCE WITH STATUTES AND REGULATIONS**

Grantee shall at all times comply with any and all applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority from time to time in force. The minimum applicable technical standards therein shall apply to both parties unless more stringent standards are provided for in this Agreement. If compliance with any provision of this Agreement would result in violation of any applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority, such code, statute, law, regulation, permit, license, order and direction of any governmental authority shall prevail and this Agreement shall be deemed to be amended accordingly.

#### **17. REPAIR**

The Grantee hereby agrees that all repair work, except as provided for in paragraph 18, shall be completed between November 1 and April 1 in any year.

#### **18. EMERGENCY WORK**

If emergency work on the waterline is required in which work outside the easement granted herein is necessary the Grantee shall commence the necessary work and shall forthwith give the Grantor verbal notice of the emergency and necessary work, and shall forthwith give notice pursuant to clause 19 hereof.

#### **19. NOTICES**

Notices shall be in writing and shall be sent to the parties at the addresses for notice shown in the Body of this Agreement. The following shall govern notices:

- a. Either party may from time to time change its address for service by giving notice to the other party.
- b. All notices required to be given hereunder may be delivered by hand, mailed by registered or prepaid mail, or sent by telecommunication. If mailed, the notice shall be deemed to have been received seven days (Saturdays, Sundays and statutory holidays excluded) after the mailing thereof. If delivered by hand, the notice shall be deemed to have been received on the day on which it was delivered, or if delivered after regular business hours, it shall be deemed to have been received on the following business day. If sent by telecommunication, the notice shall be deemed to have been received on the first business day following the day it was dispatched.

- d. No notice shall be effective if mailed during any period in which Canadian postal workers are on strike or if a strike of postal workers is imminent and may be anticipated to affect normal delivery thereof.

## **20. LIABILITY AND INDEMNITY**

- a. The Grantee shall:
  - i. be liable to the Grantor for all loss, damages, and expenses which the Grantor may suffer, sustain, pay, or incur by reason of any matter or thing arising out of or attributable to any act or omission of the Grantee, its servants, agents, contractors or employees in respect of the Grantee's use of the Grantor's Lands or by reason of this Agreement, and, in addition,
  - ii. indemnify and save harmless the Grantor against all actions, proceedings claims, demands, and costs which may be brought against or suffered by the Grantor or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of the Grantee, its servants, agents, contractors or employees in respect of the Grantee's use of the Grantor's Lands or by reason of this Agreement.
- b. Subject to the terms of this Agreement, the Grantor shall:
  - i. be liable to the Grantee for all loss, damages, and expenses which the Grantee may suffer, sustain, pay, or incur by reason of any matter or thing arising out of or attributable to any act or omission of the Grantor, its servants, agents, contractors or employees in respect of the Grantor's use of the Grantor's Lands or by reason of this Agreement, and, in addition,
  - ii. indemnify and save harmless the Grantee against all actions, proceedings claims, demands, and costs which may be brought against or suffered by the Grantee or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of the Grantor, its servants, agents, contractors or employees in respect of the Grantor's use of the Grantor's Lands or by reason of this Agreement.

## **21. CHANGES TO AGREEMENT**

No change, modification or alteration of this Agreement shall be valid unless it be in writing and signed by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof.

## **22. GOVERNING LAW**

This Agreement and the rights and obligations of the parties herein shall be governed and construed according to the laws of the Province of Alberta.

## **23. MISCELLANEOUS**

- a. In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words



importing persons include firms or corporations and vice versa.

- b. Words such as "hereto", "thereto", "hereof, and "herein", when used in this Agreement, shall be construed to refer to provisions of this Agreement.
- c. The headings of all clauses of this Agreement and the Schedules are inserted for convenience of reference only and shall not affect the meaning or construction thereof.
- d. Time is of the essence of this Agreement.
- e. No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is expressed in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect to any other or future breach.

**SCHEDULE "B"**

**Grantor's Lands Legal Description**

MERIDIAN 4 RANGE 11 TOWNSHIP 9  
SECTION 11  
QUARTER NORTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

**SCHEDULE "C"**  
**Grantee's Lands Legal Description**

DM Geld Lands

THE NORTH EAST QUARTER OF SECTION 11  
TOWNSHIP 9  
RANGE 11  
WEST OF THE FOURTH MERIDIAN  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT THE ROAD WIDENING ON PLAN 347JK  
CONTAINING 0.405 OF A HECTARE (1 ACRE) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS

T&E Lands

THE SOUTH EAST QUARTER OF SECTION 11  
TOWNSHIP 9  
RANGE 11  
WEST OF THE FOURTH MERIDIAN  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT THE ROAD WIDENING ON PLAN 347JK  
CONTAINING 0.405 OF A HECTARE (1 ACRE) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**SCHEDULE "D"**  
**Reclamation Terms and Conditions**

**1. ABANDONMENT OF WATERLINE:**

In the event the Grantee permanently discontinues or abandons the use of the waterline of the Grantee the waterline shall remain and become the sole and exclusive property of the Grantor and the rights of the Grantee in the waterline and to access to the Grantor's Lands shall forthwith cease as be at an end.

**2. ROCK PICKING**

Provided the Grantee rock picks the Grantor's Lands following construction of the Grantee's irrigation works in accordance with standard construction practices, the Grantee shall not be responsible for any rock which becomes exposed on the Grantor's Lands thereafter.

**3. ALTERATIONS AND RE-ESTABLISHMENT TO OTHER WORKS**

- a. The cost of altering or re-establishing any existing utility (electrical, oil, gas, water, communication) which are within the proposed permanent easement shall be the sole responsibility of the Grantee.



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REGISTERED 2024 02 01

EASE - EASEMENT

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