

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**031411321**

**ORDER NUMBER: 40290471**

**ADVISORY**

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ACCESS EASEMENT AGREEMENT made this 17 day of October, A.D. 2003.

**BETWEEN:**

706979 Alberta Ltd.  
of P.O. Box 305, Blairmore, in the Province of Alberta  
(hereinafter called "the Grantor")

Party of the First Part

- and -

706979 Alberta Ltd.  
of P.O. Box 305, Blairmore, in the Province of Alberta  
(hereinafter called "the Grantee")

Party of the Second Part

**WHEREAS** the Grantor is the registered owner of all that certain piece or parcel of land lying and being in the Province of Alberta, and more particularly described as follows:

Lot 1  
Block 1  
Plan 031 3303

(hereinafter called "the said lands")

**AND WHEREAS** the Grantee is the registered owner of all that certain piece or parcel of land lying and being in the Province of Alberta, and more particularly described as follows:

Lot 2  
Block 1  
Plan 031 3303

**AND WHEREAS** the Grantee requires certain rights of access and egress to be provided to it in and over the said lands.

**AND WHEREAS** the Grantor has agreed that such access may be constructed and maintained over, across, under or through the said lands for right of way purposes aforesaid and for the compensation hereinafter set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of ONE (\$1.00) DOLLAR paid by the Grantee to the Grantor (the receipt of which the Grantor doth hereby acknowledge), and of the covenants, conditions and stipulations herein contained, the Grantor will and does hereby grant to the Grantee an Access Right of Way

Easement over, across, or through those portions of the said lands set forth and described as Right-of-Way Plan 031 3304

Excepting thereout all mines and minerals

(hereinafter called "the said Easement").

**1. THE GRANTOR COVENANTS AND AGREES WITH THE GRANTEE:**

- (a) That upon execution of this Agreement and at all times thereafter, the Grantee or any person, firm or corporation acting on its behalf, may enter upon and occupy the said Easement with its agents, servants, workmen and contractors, and with or without vehicles, machinery and equipment for the purposes aforesaid. Further, the Grantee, its agents, servants, and employees shall have an unfettered right to pass over and along the said Easement during any time of the day or night, as the Grantee may require from time to time.
- (b) That the Grantor will not erect any buildings or structures upon, over or under the said Easement without the consent of the Grantee, nor inhibit or restrict the Grantee's right of access in any manner.
- (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, Licence, or Right-of-Entry to or affecting the said easement.
- (e) The Grantor herein grants to the Grantee, its respective invites, agents, servants and employees and to members of the general public the right to use said easement for access to and from the lands adjacent thereto.

**2. THE GRANTEE COVENANTS AND AGREES WITH THE GRANTOR:**

- (a) That it will maintain and operate the said Access Right-of-Way in a proper and workmanlike manner in accordance with good engineering practice.
- (b) That it will compensate to the Grantor for any and all damage that may be done to any building, fence or growing plants belonging to the Grantor, and arising out of, or by reason of, or in the course of construction, maintenance, and operation and repair and/or replacement and renewal of the said access 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 utility or works laid or constructed on the said Easement.

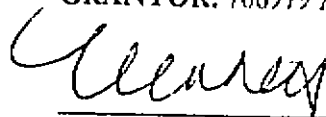
(c) That nothing herein contained shall be deemed to vest in the Grantee any right, title or interest in any mines or minerals in and under the said Easement except only the parts thereof that are necessary to be dug, carried away, or used in the construction or maintenance or repair of the utility or workers of the Grantee.

3. **THE GRANTOR AND GRANTEE MUTUALLY COVENANT AND AGREE WITH EACH OTHER;**

- (a) That this Agreement shall run with the lands and enure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto, and shall run in perpetuity or until the Grantee notifies the Grantor in writing that it no longer requires the Easement as herein granted.
- (b) That whenever the singular or 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 are and shall be covenants running with the land.
- (d) Upon discontinuance of the use of the said Easement and of the exercise of the rights hereby granted, the Grantee shall restore the said Easement to the same condition, so far as may be practicable so to do, as the same was in prior to entry thereon by the Grantee, and any portion of the right of way not removed from the said Easement upon such discontinuance shall become the property of the Grantor and the said Easement shall thereupon terminate and the Grantee shall discharge said Easement from the said Lands.

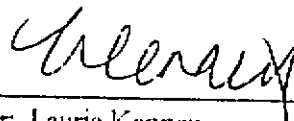
IN WITNESS WHEREOF the Grantor and Grantee have executed and delivered these presents on the day, month and year first above written.

GRANTOR: 706979 Alberta Ltd.

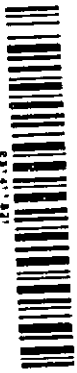


Per: Laurie Kenney

GRANTEE: 706979 Alberta Ltd.



Per: Laurie Kenney



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EASE - EASEMENT  
DOC 4 OF 9 DRR#: 1399342 ADR/MVERHAE6

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Douglas G. Young  
Barrister & Solicitor  
12537 - 21<sup>st</sup> Avenue  
P.O. Box 810  
Blainmore, Alberta  
TOK 0E0

**ACCESS EASEMENT AGREEMENT**

Party of the Second Part  
706979 Alberta Ltd.  
of P.O. Box 305, Blainmore,  
in the Province of Alberta  
(hereinafter called "the Grantee")

- and -

Party of the First Part  
706979 Alberta Ltd.  
of P.O. Box 305, Blainmore,  
in the Province of Alberta  
(hereinafter called "the Grantor")

**BETWEEN:**

Dated this \_\_\_\_\_ day of October, A.D. 2003