

**THE LAND TITLES ACT**

**UTILITY RIGHT-OF-WAY AND EASEMENT**

I (We), **Hauser Development Corp.**, of Buck Lake, in the Province of Alberta, Canada (hereinafter call the "Grantor") being registered owner of an estate in fee simple, **subject to registered encumbrances, liens and interests**, in all that certain tract of land situated in the Province of Alberta and being:

**PLAN** \_\_\_\_\_  
**BLOCK** \_\_\_\_\_  
**LOTS 1 to 23 INCLUSIVE**

**EXCEPTING THEREOUT ALL MINES AND MINERALS.**

**DO HEREBY**, in consideration of the sum of One Dollar (\$1.00) paid to the Grantor, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions herein contained, grant and transfer unto **THE COUNTY OF WETASKIWIN NO. 10, FORTIS ALBERTA INC., BUCK LAKE GAS CO-OP LTD. and TELUS COMMUNICATIONS INC.** (hereinafter collectively called the "Grantees") the right, license, privilege and easement in common with each of the Grantees an easement to use the said land (hereinafter called the "Right of Way") more particularly described as follows:

**ALL THAT PORTION OF SAID LAND SHOWN OUTLINED ON RIGHT OF WAY PLAN** \_\_\_\_\_

For the laying down, replacing, repairing, maintaining, construction, inspection, operation and removal of gas pipelines, electrical distribution systems, sanitary and storm sewer lines, telephone distribution systems, water drainage ditches, surface drainage swales, outfall drainage structures, and any other utility lines and systems whatsoever together with the appurtenances incidental thereto, on the following terms and conditions:

1. The said right, license, privilege and easement, shall be for as long a period as the Grantees (or any one or more of them), or their respective successors and assigns or any person or corporation to whom a franchise is granted by the County of Wetaskiwin, may desire to exercise the right, license, privilege and easement hereby given.
2. The Grantee and each of them shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted.
3. Upon the execution of these presents and at all times hereafter the Grantee and each of them and their respective successors and assigns and any person, or

- corporation to whom the County of Wetaskiwin No. 10 has granted a franchise, may enter upon and occupy the right-of-way with its agents, employees and contractors, and with or without vehicles, machinery and equipment, for the purposes aforesaid.
4. The Grantor gives the Grantee and each of them and their respective successors and assigns and any person, or corporation to whom the County of Wetaskiwin No. 10 has granted a franchise, a right of unobstructed access to the said right-of-way for the purposes aforesaid and across the remainder of any land against which this utility right-of-way is registered, PROVIDED THAT the right of access across the remainder of any land against which this Utility Right of Way is registered shall only be used in cases of necessity; and PROVIDED THAT the particular Grantee requiring necessary access or its successors and assigns, pays reasonable compensation to the then owner of such land for any damaged occasioned thereby.
  5. The Grantor agrees that any utilities or appurtenances or improvements to be constructed, installed or maintained over, under or through the said right-of-way by the Grantee or any of them or any person or corporation to whom a franchise is granted by The County of Wetaskiwin No. 10 shall remain chattels, and notwithstanding any rules of law to the contrary, shall remain the sole and exclusive property of the particular Grantee who has constructed or installed any such appurtenances or improvements.
  6. The Grantor shall not without the prior written consent of the Grantees excavate, plant trees, drill, install, erect or permit to be excavated, drilled, installed or erected over, under or through the said right-of-way any pit, foundation, building, fence, sidewalk, berm or other structure or installation, but otherwise the grantor shall have the right fully to use and enjoy the said right-of-way except as the same may in any way conflict with the purposes of the Grantees or any one of them. The Grantor may construct a driveway across the easement provided it is not deeper than 25 cm from the surface grade but the Grantees may remove or destroy same if reasonably necessary to exercise its rights hereunder subject to the provisions of paragraph 11 hereof.
  7. The Grantor shall request, in writing, from the Grantee and each of them, or their successors and assigns, the prior written consent required under or authorized to be given under this utility right-of-way easement. Such request shall be sent by registered mail addressed to the Grantee at:

**County of Wetaskiwin No. 10  
P.O. Box 6960  
Wetaskiwin, Alberta  
T9A 2G5**

**HAUSER DEVELOPMENT CORP.**

**BOX 502  
Buck Lake, Alberta  
T0C 0T0**

**FORTIS ALBERTA INC.  
320-17 Avenue S.W.  
Calgary, Alberta  
T2S 2V1**

**BUCK LAKE GAS CO-OP LTD.  
Box \_\_\_\_  
Buck Lake, Alberta  
T0C 0T0**

**TELUS COMMUNICATIONS INC.  
#250 Diamond Avenue  
Spruce Grove, Alberta  
T7X 2Y8**

8. The Grantee and each of them and their respective successors and assigns by performing and observing the covenants and conditions herein contained shall peaceably hold and enjoy all the rights, privileges, liberties and covenants hereby granted without hindrance, molestation or interruption from the Grantor or any person claiming through, under or for the Grantor.
9. The Grantees shall at all times hereafter indemnify and keep the Grantor indemnified against all actions, claims and demands that may be lawfully brought or made against the Grantor by reason of anything done by the Grantees, its agents or contractors, in the exercise or purported exercise of the right, license, privilege and easement hereby granted.
10. The Grantees shall install, construct, operate and maintain any utility lines or systems in a workmanlike manner so as to minimize damage to the right-of-way, and shall, where practicable, after any such work restore the right-of-way to substantially the original level and condition or, at the Grantee's option, to a modified level or condition consistent with the Grantee's use of the right-of-way; however, no guarantees are implied that after leveling subsequent subsidence will not occur, provided such subsidence is not as a result of the Grantees installing, constructing, operating or maintaining any utility lines or systems in a non-workmanlike manner.
11. The Grantees, or its successors and assigns, shall compensate the Grantor for the reasonable damage to buildings, fences or other structures belonging to the Grantor arising out of activities requisite for the enjoyment of the rights herein contained.

12. The Grantees and Grantor shall comply with environmental issues related to the Right of Way including, but not limited to, the Environmental Protection and Enhancement Act R.S.A. 2000 Ch E-12 and its regulations or any successive legislation.
13. The responsibility of the Grantees and the Grantor with respect to environmental obligations, as required by this agreement, shall continue to be enforceable during and after the termination of this agreement.
14. This utility right-of-way is and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of the executors, administrators, successors and assigns of the Grantor and the Grantees respectively; and wherever the singular or masculine is used the same shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals by their proper officers in that behalf on the \_\_\_\_\_day of \_\_\_\_\_, AD, 2008.

(GRANTOR)

**HAUSER DEVELOPMENT CORP.**

\_\_\_\_\_

\_\_\_\_\_

(affix seal)

(GRANTEE)

**County of Wetaskiwin No. 10**

\_\_\_\_\_

\_\_\_\_\_

(affix seal)

(GRANTEE)

**FORTIS ALBERTA INC.**

\_\_\_\_\_

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(affix seal)

(GRANTEE)

**BUCK LAKE GAS CO-OP LTD.**

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(affix seal)

(GRANTEE)

**TELUS COMMUNICATIONS INC.**

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(affix seal)