

ACCESS EASEMENT

THIS AGREEMENT made effective this 17th day of November, 2020

BETWEEN:

WHEATLAND COUNTY
OF HWY #1, R.R. #1
STRATHMORE, ALBERTA T1P 1J6
(hereinafter referred to as the "Grantor")

And

GLEN WALLACE DUNDAS
&
TRACEY L DUNDAS
BOTH OF:
BOX 266
HUSSAR, ALBERTA T0J 1S0

AND

DALLAS GLEN DUNDAS
OF BOX 282
HUSSAR, ALBERTA T0J 1S0
(hereinafter jointly referred to as the "Grantee")

RECITALS:

1. The Grantor is the registered owner of an estate in fee simple of the lands legally described on certificate of title(s) #161 009 563 +1 as:

PLAN RW5
THE EXTRA RAILWAY
THAT PORTION OF THE NORTH WEST QUARTER OF SECTION 14
IN TOWNSHIP 24
RANGE 20
WEST OF THE FOURTH MERIDIAN
CONTAINING 4.42 ACRES MORE OR LESS
EXCEPTING THEREOUT:
PLAN NUMBER HECTARES (ACRES) MORE OR LESS
DESCRIPTIVE 1610117 1.12 2.77
EXCEPTING THEREOUT ALL MINES AND MINERALS
(ATS REFERENCE: 4;20;24;14;NW)

Hereinafter referred to as the "Servient Lands".

2. The Grantee is the registered owner of an estate in fee simple of the lands legally described on certificate of title # 191 000 266 as:

DESCRIPTIVE PLAN 1610117

BLOCK 1

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 37.72 HECTARES (93.21 ACRES) MORE OR LESS

(ATS REFERENCE: 4;20;24;14;NW)

Hereinafter referred to as the "Dominant" Lands"

3. The Grantor has agreed to grant to the Grantee an easement over, under and through a portion of the Servient Lands described as

A strip of land TEN (10) meters in width

and shown outlined in red on the attached Schedule "A" (the "Easement Area") for the purpose of an improved private driveway access road, to provide access, ingress and egress to and from the Dominant Lands on the terms and conditions set out herein.

THIS EASEMENT WITNESS:

1. The Grantor does hereby in consideration of the sum of One Dollar (\$1.00) the receipt and sufficiency of which is hereby acknowledged by the Grantor, give, grant, transfer and makeover unto the Grantee, his servants, agents, employees, lessees, invitees, licensees and all other persons having business with the Grantee, the free, uninterrupted, unobstructed and perpetual right of way and easement to enter on and use by any vehicle, whatsoever or on foot or by any other means whatsoever over the Servient lands for the purpose of providing access, ingress and egress to and from the Dominant Lands and for the purpose of constructing, repairing and maintaining the access road situate in the Easement Area.
2. The Grantee shall be permitted to post signage indicating the nature and private use of the Easement Area.
3. The Grantor shall not in any manner prevent or hinder the exercise by the Grantee of any of the rights herein granted and without limiting the foregoing, the Grantor shall not, without the prior written consent of the Grantee, excavate, drill, erect or permit to be excavated, drilled, installed or erected over, under or through the Easement Area, any pit, foundation, pavement, building, fence sidewalk or other structure or installation nor will he plant or maintain, nor permit or suffer to be planted or maintained upon the

Easement Area any tree, shrub or landscaping whatsoever which could in any way prevent or hinder the exercise by the Grantee of any of the rights granted to him herein.

4. The Grantee shall indemnify and save harmless the Grantor from and against any and all claims, demands, costs, damages, actions, suits or other proceedings whatsoever in respect of loss of life or personal injury, or loss or damage to property arising out of or in any way attributable to any negligent act of the Grantee, his servants, agents, employees, lessees, invitees, licensees and all other persons having business with the Grantee.
5. The Grantee accepts and acknowledges there is registered on title for the Servient Lands Caveat #111 062 193, that permits the installation of underground facilities which may cause temporary interruptions if the rights therein registered are exercised, and the Grantor does not guarantee the Easement Area will be accessible or usable for the intended purpose during any time the rights under that instrument are being exercised, and no compensation for any such interruptions or alternate access route shall be provided.
6. If any covenant of this Access Easement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Access Easement, other than the term or covenant or portion thereof which is invalid or unenforceable, shall not be affected thereby and each covenant or term of this Access Easement shall be valid and shall be in force to the extent permitted by law.
7. The parties agree that each shall complete, execute and delivery such further and other documents and assurances as are required to give full legal effect of this Access Easement.
8. The waiver by any party of this strict performance of any of the covenants and terms herein contained shall be in writing and signed by the party agreeing to the waiver and shall not of itself constitute a waiver or abrogate such covenants or terms, except of the extent expressly provided in the waiver and shall not in any way constitute a waiver or abrogate any other covenants or terms of this Access Easement.
9. This Access Easement sets forth the entire agreement and understanding between the parties hereto in respect of the Easement Area.
10. In this Access Easement wherever the plural or masculine is used the same shall be construed as meaning the singular or feminine, or a body corporate, where the context required.
11. This Access Easement may be registered as a caveat against the title of the Servient land and for the benefit of the Dominant Land in the Land Titles Office for the Province of Alberta.

12. This Access Easement and the covenants contained herein are and shall be covenants running with the Dominant Land and the Servient Land and shall be binding upon and enure to the benefit of the Grantor and Grantee and their respective heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Access Easement as of the day and year first written above

GRANTOR: WHEATLAND COUNTY

Reeve

(SEAL)

CAO

GRANTEE:



Witness



GLEN WALLACE DUNDAS



Witness



TRACEY L DUNDAS



Witness



DALLAS GLEN DUNDAS

WITNESS AFFIDAVIT

I, KARLEE DUNDAS, of HUSMAN, in the
Province of Alberta make oath and say:

1. I was personally present and did see GLEN WALLACE DUNDAS, TRACEY L DUNDAS & DALLAS GLEN DUNDAS who are known to me to be the persons named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see GLEN WALLACE DUNDAS, TRACEY L DUNDAS & DALLAS GLEN DUNDAS who, on the basis of the identification provided to me, I believe to be the person(s) named in the within (or annexed) instrument, duly sign the instrument;

2. The instrument was signed at HUSMAN, in the Province of Alberta and I am the subscribing witness thereto;

3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at HUSMAN

in the Province of Alberta)

this 4th day of NOVEMBER, 2020)

Lath Jones

Signature

Elizabeth Ann Macdonald

Commissioner for Oaths in and for Alberta

ELIZABETH ANN MACDONALD
A Commissioner for Oaths in and for Alberta
My commission expires July 21, 2021

**ACCESS EASEMENT AGREEMENT
BETWEEN**

**WHEATLAND COUNTY
(Grantor)
and**

**GLEN WALLACE DUNDAS
&
TRACEY L DUNDAS
AND
DALLAS GLEN DUNDAS
(Grantee)**

Within: NW 14-24-20-W4

Dated: _____, 20__

(note: not to scale and measurements are approximate)

