ALBERTA GOVERNMENT SERVICES
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DATED THIS_____DAY OF_____, 2007

THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

TO

THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

UTILITY RIGHT-OF-WAY
(ALL UTILITIES)

CHALLENGER GEOMATICS FILE NO: 06-S-26024-SUB-2-URW

THE LAND TITLES ACT

UTILITY RIGHT-OF-WAY

REGIONAL MUNICIPALITY OF WOOD BUFFALO, of the City of Fort McMurray, in the Province of Alberta (hereinafter called "the Grantor") being registered owner (or entitled to become registered owner under an Agreement for Sale or unregistered Transfer of otherwise) of an estate in fee simple, subject however to such encumbrances, liens, and interests as are notified by memorandum underwritten, in all that certain tract of land situate in the Province of Alberta being:

PLAN 072 5263
BLOCK 38
LOT 13 MR

EXCEPTING THEREOUT ALL MINES AND MINERALS

DOES 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 **REGIONAL MUNICIPALITY OF WOOD BUFFALO** (hereinafter called "the Grantee") an exclusive right, license, privilege and easement to use that portion of the said lands and premises (hereinafter called "the right-of-way"), more particularly described as follows:

All those portions shown on Utility Right-of-Way Plan ~~062~~ 072 5264.

for the laying down, replacing, repairing, maintaining, construction, inspection, operation and removal of gas pipelines; electrical distribution systems; sanitary and storm sewer lines; water distribution lines; telephone distribution systems; cable television systems, sidewalks, public walkways, berming, noise attenuation and any other utility and systems whatsoever, together with the appurtenances incidental thereto (collectively the "Utilities") on the following terms and conditions:

1. The said rights, license, privilege and easement shall be for as long a period as the Grantee may desire to exercise the right, license, privilege and easement hereby given.

2. The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the trimming and removal of all parts of trees.

3. Upon the execution of these presents and at all times hereafter, the Grantee 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 purpose aforesaid.

4. The Grantor gives the Grantee a right of access to the said right-of-way for the purposes aforesaid, across the remainder of any land against which this utility right-of-way is registered, PROVIDED THAT the said right of access shall be used only in cases of necessity; and PROVIDED THAT the Grantee pays reasonable compensation to the then owner of such property for any damage occasioned thereby.

5. The Grantor agrees that any utilities or appurtenances to be constructed, installed and maintained over, under or through the said right-of-way shall remain chattels, and notwithstanding any rules of law to the contrary, shall become affixed to the lands.

6. The Grantor shall not without the prior written consent of the Grantee excavate, drill, install, erect or permit to be excavated, drilled, installed or erected over, under of through the said right-of-way, any pit, foundation, pavement, building, fence, sidewalk, or other structure or installation. The Grantor shall not alter the surface or grade level in any manner which would affect the rights granted to the Grantee. The Grantor shall not plant any trees within the right-of-way. Other than as set out herein, the Grantor shall have the right to use and enjoy the said right-of-way except as the same may in any way conflict with the purposes of the Grantee. The Grantor may construct a driveway and sidewalk across the easement provided it is not deeper than twenty-five (25) centimeters from surface grade, and provided it does not interfere with the flow of water through any drainage, drainage swale, ditch or culvert, but the Grantee may move, or destroy same if reasonably necessary to exercise its rights hereunder.

7. The Grantor shall request, in writing, from the Grantee, the prior written consent required under or authorized to be given under this utility right-of-way. Such request shall be sent by registered mail addressed to the Grantee at:

The Regional Municipality of Wood Buffalo
9909 Franklin Avenue
Fort McMurray, Alberta
T9H 2K4

8. The Grantee 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 Grantee 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 Grantee, its agents or contractors, in the exercise or purported exercise of the right, license, privilege and easement hereby granted.

10. The Grantee 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 Grantor'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, and the Grantee shall not be liable for any damage resulting therefrom provided such subsidence is not as a result of the Grantee installing, constructing, operating or maintaining any utility lines or systems in a non-workmanlike manner.

11. The Grantee shall compensate the Grantor for reasonable damage to buildings or other structures belonging to the Grantor arising out of activities requisite for the enjoyment of the rights herein granted and if at any time hereafter the Grantee, shall deem it necessary to move or destroy any fences situate on the right-of-way and belonging to the Grantor, then the Grantee shall replace the said fences in substantially the original condition and position.

12. There are no conditions, either subsequent or precedent, except as set forth herein. This is the entire agreement between the parties and no representations or warranties have been made by the Grantee to the Grantor save those as contained herein. The consideration herein above stated is the sole consideration and inducement for the execution hereof.

13. The Grantor agrees that the Grantee shall, without the consent of the Grantor, have the right to assign to any person or corporation to whom a franchise is granted, in whole or in part within the right-of-way, the right to use the same.

14. Unless a contrary intention appears, the words "Grantor" and "Grantee" shall mean respectively "Grantor", its executors, administrators, successors and/or assign and "Grantee, its successors, assigns and/or any person or corporation to whom a franchise is granted by the Grantee."

15. The utility right-of-way is and shall be of the same force and effect to all intents and purposes a convenant running with the land.

16. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

17. If there is more than one Grantor, or the Grantor is a female or masculine person or a body corporate, this Agreement shall be read with all grammatical changes appropriate by reason thereof.

IN WITNESS WHEREOF the parties have set their hands and seals by their proper officers in that behalf on the 5th day of March, A.D.2006.

APPROVAL:

REGIONAL MUNICIPALITY OF WOOD BUFFALO

(Seal)

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UTRW - UTILITY RIGHT OF WAY
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