

LAND TITLES ACT
Utility Right-of-Way

We,
(herein after called the "GRANTOR") being the registered owner (or entitled to become registered owner under an Agreement for Sale or unregistered Transfer of Land or 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 situated in the Province of Alberta are being:

ADDRESS:

EXCEPTING THEREOUT ALL MINES AND MINERALS

DO HEREBY, in consideration of the sum of one dollar paid to the Grantor, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions herein contained, grant and transfer unto ATCO Electric Ltd. (herein after called the "GRANTEE"), an exclusive right, license, privilege and right-of-way to use that portion of the said lands and premises (herein after called "the RIGHT-OF-WAY"), more particularly described as follows:

AS SHOWN ON SCHEDULE A:

for laying down, replacing, repairing, maintaining, construction, inspection, operation and removal of an electrical distribution system together with the appurtenances incidental thereto, subject to the following terms and conditions:

FIRST: The said right, license, privilege, and right-of-way shall be for as long a period as the Grantee, its successors and assigns or any person or corporation to whom a franchise is granted by the Grantee may desire to exercise the right, privilege, and right-of-way hereby given.

SECOND: 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.

THIRD: Upon the execution of these presents and at all times hereafter, the Grantee or any person, or corporation to whom it 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.

FOURTH: The Grantor gives the Grantee a right of access to the said right-of-way for the purposes aforesaid, across the remainder of the land against which this right-of-way is registered, PROVIDED that the said right of access shall be used only in case of emergency and PROVIDED that the Grantee pay reasonable compensation to the then owner of such property for any damaged occasioned thereby.

FIFTH: The Grantor agrees that any utilities or appurtenances to be constructed, installed and maintained over, under or through the said right-of-way by any person or corporation to whom a franchise is granted by the Grantee shall remain chattels, but notwithstanding any rules of law to the contrary, shall remain the sole and exclusive property of such person or corporation.

SIXTH: The Grantor will not without prior written consent of the Grantee excavate, drill, install, erect or permit to be excavated, drilled, installed or erected over, under or through the said right-of-way any pit, foundation, pavement, building 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 be necessary for the purposes herein granted to the Grantee.

SEVENTH: The Grantee by performing and observing the covenants and considerations herein contained shall peaceably hold and enjoy all the privileges, liberties and covenants hereby granted without hindrance, molestation or interruption from the Grantor or any person claiming through, under or for the Grantor.

IN WITNESS WHEREOF, we the GRANTOR AND GRANTEE have hereunto set our hand and seal this _____ day of _____ 2023 A.D.

SIGNED AND DELIVERED BY

Company Name

Witness

Name
Title

SIGNED AND DELIVERED BY
ATCO ELECTRIC LTD.

Karen Diaz Hernadez
Supervisor, Land Administration