

CROSSING AGREEMENT

THIS AGREEMENT made this day of , 20 .

BETWEEN:

NORTH EAST MUNI-CORR LTD.
(Hereinafter referred to as the "Grantor")

- and -

COUNTY OF ST. PAUL NO. 19
Of 5105 – 49 Ave., St. Paul, AB T0A 3A4
(Hereinafter referred to as the "Grantee")

WHEREAS the Grantor is the registered owner of an estate in fee simple in all that certain parcel of land situate in the County of St. Paul, in the Province of Alberta, and being legally described as follows:

**NINETY-NINE FOOT RIGHT OF WAY THROUGH THE SOUTHWEST (SW)
SECTION EIGHTEEN (18), TOWNSHIP FIFTY-SEVEN (57), RANGE SEVEN (7)
WEST OF THE FOURTH MERIDIAN, PLAN 5746 CL**

"EXCEPTING THERE OUT ALL MINES AND MINERALS"

(Hereinafter referred to as the "servient tenement")

AND WHEREAS the Grantee has registered interest of an estate in fee simple in all that certain parcel of land situate in the County of St. Paul, in the Province of Alberta, and being legally described as follows:

**RANGE ROAD 80 IN SOUTHWEST (SW) EIGHTEEN (18), TOWNSHIP FIFTY-
SEVEN (57), RANGE SEVEN (7), WEST OF THE FOURTH MERIDIAN**

"EXCEPTING THERE OUT ALL MINES AND MINERALS"

(Hereinafter referred to as the "dominant tenement")

AND WHEREAS the Grantor as owner of the servient tenement is desirous of granting in favour of the Grantee as owner of the dominant tenement the rights, licenses, liberties, and privileges as hereinafter provided;

AND WHEREAS the Grantee consents to the use of a certain portion of the servient tenement as hereinafter stated, for the purposes of access to the dominant tenement, together with all appurtenances thereto.

NOW THEREFORE in consideration of the sum of One Dollars (\$1.00) paid to the Grantor by the Grantee, the receipt of which sum is hereby acknowledged by the Grantor, and of the covenants and conditions herein contained, the Grantor and the Grantee hereby agree as follows:

1. The Grantor hereby grants to the Grantee, its agents and servants, a perpetual, free and uninterrupted right, license, liberty and privilege in common with all other persons entitled thereto in the manner herein provided to use those certain portions of the servient tenement necessary to access the dominant tenement (hereinafter referred to as the "Right-of-Way"), together with all appurtenances thereto.
2. The Right-of-Way shall be available to the Grantee, its agents or servants desiring to use, enter, go, return, pass and re-pass, over and on the Right-of-Way for access to the dominant tenement at all times both day and night and during each and every day in each and every year that this Agreement shall remain in full force and effect.
3. The Grantor shall not construct or permit to be constructed on the Right-of-Way any barrier, structure, obstruction or improvement of any kind, which prevents the access to, or the use of the Right-of-Way by all parties entitled thereto.
4. The rights, licenses, liberties and privileges as granted herein to the Grantee shall be for a period ending at such time as the Grantee may have terminated this Agreement by way of written notice to the Grantor.
5. The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, provided all use, construction and maintenance of the Right-of-Way shall be performed within the Right-of-Way. The Grantee shall replace any culvert (s) and construct lengthy and moderate sloped approaches.
6. The Grantee by performing and observing the covenants and conditions herein contained shall peaceably hold and enjoy all the rights, privileges and liberties as hereby granted without hindrance, molestation or interruption from the Grantor or any person claiming through, under or for the Grantor.
7. The person securing for the Grantee the rights, licenses, liberties and privileges as granted to the Grantee pursuant to this Agreement, has no authority to make any agreement, covenant or promise on behalf of the Grantee not herein specifically stated.
8. The Grantee shall, without the consent of the Grantor, have the right to assign, in whole or in part all rights, licenses, liberties and privileges as granted to the Grantee pursuant to this Agreement.

9. The Grantee shall at all times hereinafter 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 servants and agents, in the exercise or purported exercise of the right, license and privileges hereby granted.
10. Any notice or request by the Grantor for the written consent of the Grantee or by the Grantee for consent of the Grantor and required to be obtained or authorized to be given under this Agreement shall be in writing and sent by registered mail, to the Grantee at:
11.

County of St. Paul
5105 – 49 Avenue
St. Paul, AB T0A 3A4

and to the Grantor at the address last shown on the Certificate of Title for the servient tenement.

12. There are no conditions, either subsequent or precedent, except as set forth herein. This Agreement 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. Unless a contrary intention appears, the words "Grantor" and "Grantee" shall mean respectively "Grantor", its executors, administrators successors and/or assigns, and "Grantee", its successors, assigns and/or any person or corporation to whom franchise is granted by the Grantee.
14. If any term or provision of this Agreement or the application thereof to any person or circumstance 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 be enforced to the fullest extent permitted by law.
15. The rights, licenses, privileges and agreement as hereby granted 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 endure to the benefit of the successors and assigns of the Grantor and the Grantee respectively, and the Grantee may register its interest under this Agreement. 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.
16. The term of this Agreement is ten (10) years from the date of the execution by both Parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals by their proper officers in that behalf on the day and year first above written.

NORTH EAST MUNI-CORR LTD.

Per: _____

Per: _____

COUNTY OF ST. PAUL NO. 19

Per: _____

Per: _____

