

ACCESS EASEMENT AGREEMENT

BETWEEN:

(hereinafter called "the Landowner")

OF THE FIRST PART

-and

THE COUNTY OF GRANDE PRAIRIE NO. 1
10001 - 84 Avenue Clairmont, AB T0H 0W0

(hereinafter called "the County")

OF THE SECOND PART

WHEREAS the Landowner is the registered owner of those lands in the Province of Alberta legally described as follows:

LSD# (Legal)

PLAN

BLOCK

LOT

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the "Lands")

AND WHEREAS the Landowner has requested that the County construct a telecommunication tower upon the Lands, and the County has agreed to do so;

AND WHEREAS the Landowner and the County have agreed that the County shall be entitled to access a portion of the Lands as shown on a sketch attached hereto and marked as Schedule "A" to within Agreement for the purpose of a right of access to and upon the Lands;

AND WHEREAS the County desires to obtain from the Landowner an Access Agreement over the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. In consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, and the County constructing the Tower, thereby enabling the Landowner to receive internet services, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Landowner does hereby grant, convey and confer to the County, its heirs, executors administrators and assigns, a free and uninterrupted right of way and

ingress and egress in common with the Landowner and others entitled thereto for persons and equipment through and over the Lands, and the right to construct, maintain, and repair a telecommunications tower (local tower) thereon.

- 2. In addition to the right of access and easement hereby granted, the Landowner also agrees to provide an electrical connection and electricity, for the purpose of powering the tower and the telecommunications equipment thereon, and to provide a continuous source of electricity therefore.
- 3. The Landowner further covenants and agrees that the County, and its servants, agents, and representatives, shall have access to the said tower at all times, and that the Landowner will not do anything inconsistent with the County's rights, as provided for herein.
- 4. The Landowner further acknowledges and agrees that this Agreement is intended to create an interest in the Lands, and that the Landowner may file a Caveat or otherwise register this Agreement, as against title to the Lands.
- 5. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, successors and assigns of the parties hereto, including the Landowner's successors in title, it being the intention of the parties that this Agreement shall run with the Lands.
- 6. This Agreement, and the rights of the County granted herein, shall be valid and binding so long as the County, or its assigns, wishes to maintains a communication tower on the Lands.

IN WITNESS WHEREOF the parties have hereto signed their names and, where appropriate, affixed their seals through their duly authorized officers this ____ day of _____, 20__.

THE COUNTY OF GRANDE PRAIRIE NO. 1

Per: _____

Per: _____

c/s

Witness

Signature of Landowner

Print Name of Landowner: