

BYLAW NO. 588/06

BEING A BYLAW OF
THE MUNICIPAL DISTRICT OF MACKENZIE NO. 23
IN THE PROVINCE OF ALBERTA

FOR THE PURPOSE OF CLOSING A PORTION OF A PUBLIC ROAD
ALLOWANCE IN ACCORDANCE WITH SECTIONS 22 AND 606 OF THE
MUNICIPAL GOVERNMENT ACT, CHAPTER M-26,
REVISED STATUTES OF ALBERTA 2000.

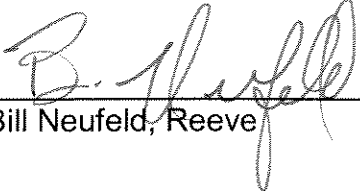
WHEREAS, Council of the Municipal District of Mackenzie No. 23 has determined that the road allowance as outlined on Schedule A attached hereto, be subject to a road closure, and

WHEREAS, notice of intention of the Council to pass a bylaw has been published in a locally circulated newspaper in accordance with the Municipal Government Act, and

NOW THEREFORE, be it resolved that the Council of the Municipal District of Mackenzie No. 23 does hereby close and sell the road allowance described as follows, subject to the rights of access granted by other legislation or regulations:

1. Meridian 5 Range 19 Township 110
Section 28
All of original Government Road Allowance adjoining the West boundary of the Southwest quarter.
Excepting thereout all mines and minerals.

First reading given on the 26th day of July, 2006. (06-511)

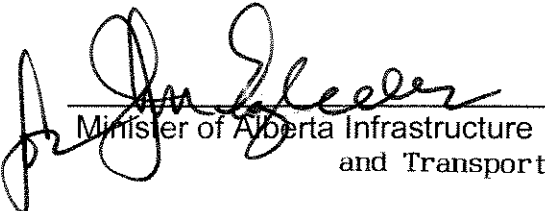


Bill Neufeld, Reeve



Carol Gabriel, Executive Assistant

Approved this 2 day of NOVEMBER, 2006.



Minister of Alberta Infrastructure
and Transportation

APPROVAL SUBJECT TO AN
EASEMENT IN FAVOUR OF
NORTHERN LIGHTS

Second Reading given on the 9th day of January, 2007

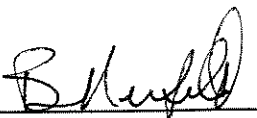


Bill Neufeld, Reeve



Carol Gabriel, Executive Assistant

Third Reading and Assent given on the 9th day of January, 2007.



Bill Neufeld, Reeve



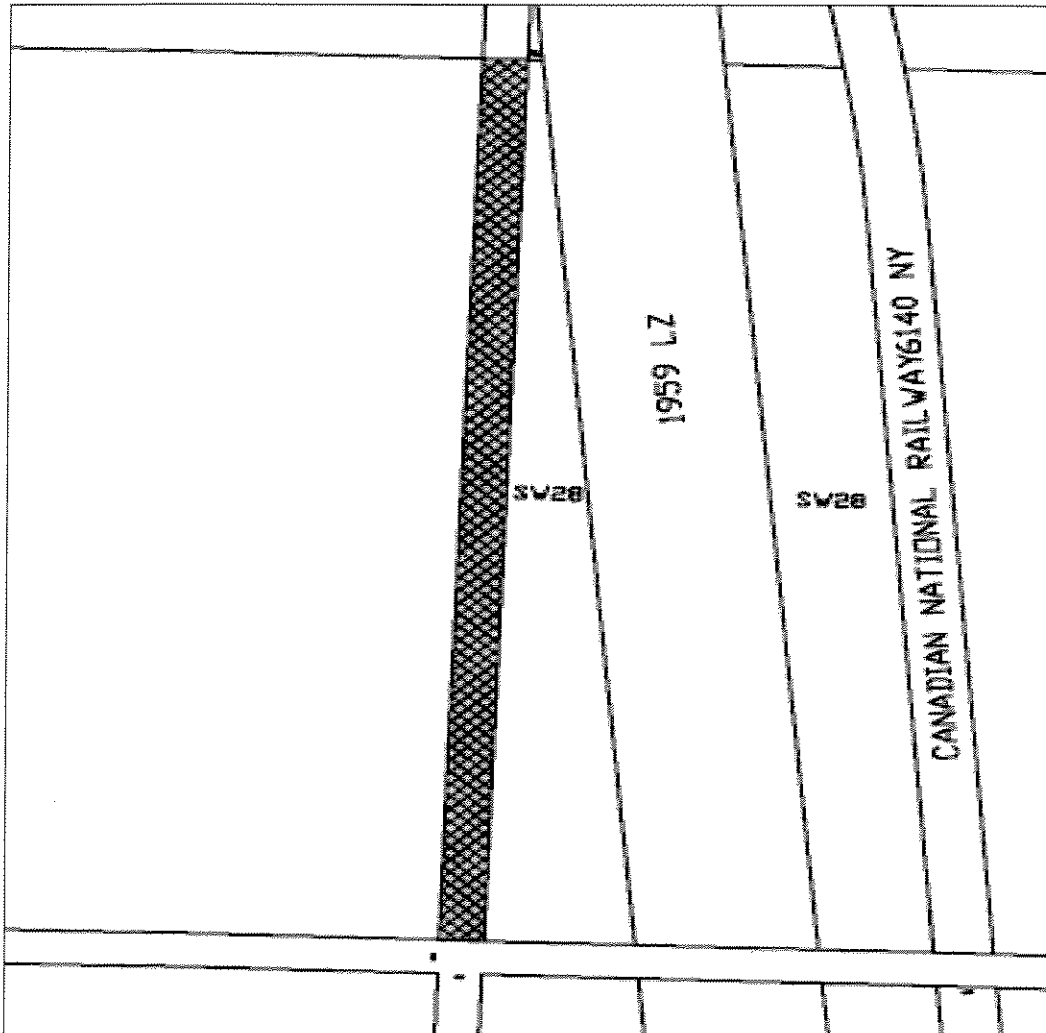
Carol Gabriel, Executive Assistant

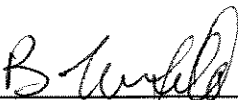
BYLAW No. 588/06

SCHEDULE "A"

1. That the land use designation of the following property known as:

That first reading be given to Bylaw 588/05 being a road closure bylaw to close all that portion of road allowance lying on the west boundary of SW 28-110-19-W5.




Bill Neufeld, Reeve


Carol Gabriel, Executive Assistant

EFFECTIVE THIS 9th DAY OF January , 2007.

43-BL-06

UTILITY RIGHT OF WAY

(SECTION 72 LAND TITLES ACT R.S.A. 1980, c.L-5)

NORTHERN LIGHTS GAS CO-OP LIMITED (hereinafter referred to as the "Association"), of LA CRETE, ALBERTA.

WHEREAS the Association proposes to furnish gas service to its members in the Association's franchise area, by means of a natural gas pipeline/or pipelines and related facilities called herein the "distribution system".

AND WHEREAS for the purpose of constructing and maintaining the distribution system on the land of the undersigned, being the registered owner of a parcel of land, subject to such encumbrances, liens and interests as may be notified on existing Certificate of Title and situate in the Province of Alberta, namely:

ALL THAT PORTION OF ROAD ALLOWANCE LYING ON THE WEST BOUNDARY OF SW 28-110-19-5

RESERVING THEREOUT ALL MINES AND MINERALS

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) paid to me, the receipt of which is hereby acknowledged, I (WE) (hereinafter referred to as the "Grantor")

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE & TRANSPORTATION**

hereby grant to the Association a utility right of way for locating, constructing, maintaining and removing its distribution system including the right to carry out the necessary trimming and cutting of trees and brush, on and over such part of said lands as may be necessary from time to time. Extensions, continuations or branches of the distribution system will, where possible, and with due consideration for costs, be located according to the Grantor's wishes. The utility right of way is hereby granted for as long a period as the Association, its successors and assigns, desires and continues to maintain and operate the distribution system across the said lands.

The Grantor and the Association hereby covenant and agree to the following terms and conditions.

1. **DAMAGES**
The Association shall pay to the Grantor reasonable compensation for damages to growing crops, fences and livestock occurring as a result of the aforementioned operations, and as soon as weather and soil conditions permit, the Association will, insofar as it is practical to do so, restore the said lands to their condition prior to the Association's entry thereon.
2. **ADDITIONAL PIPELINES**
In the event the Association separately constructs additional pipelines on the said lands, it shall make every reasonable effort to obtain the approval of the Grantor.
3. **ABOVE GROUND INSTALLATION**
The Association shall so far as it is practical, locate any above ground installation as to provide a minimum of inconvenience to the Grantor. The Association agrees to negotiate compensation with the Grantor by separate agreement for above ground installations which cause inconvenience to the Grantor.
4. **LIABILITY**
The Association covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance and/or any related fixtures and appurtenances affixed to the right of way other than through willfull damage or gross negligence by the Grantor.