

THIS ASSIGNMENT made effective the 26<sup>th</sup> day of April, 2023 (the "Assignment").

**BETWEEN:**

**CAPITAL REGION NORTHEAST WATER SERVICES COMMISSION**  
(the "Vendor")

- and -

**STRATHCONA COUNTY**  
(the "Purchaser")

**WHEREAS** pursuant to a Water Supply Agreement dated April 26, 2023 (the "Agreement") between the Vendor and the Purchaser the Vendor has agreed to sell and the Purchaser has agreed to sell certain assets of the Vendor as defined in Schedule "E" to the Agreement (the "Assets") including the interests in land described in Schedule "A" to this Assignment (the "Interests in Lands");

**NOW THEREFORE** in consideration of the preamble and the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged by the Vendor, the parties agree as follows:

1. **Definitions:** Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.
2. **Assignment of Interests in Land**
  - (a) The Vendor hereby sells, bargains, assigns, transfers, and sets over to the Purchaser all of Vendor's legal and equitable right, title, property and interest, whatsoever, in and to the Interests in Land.
  - (b) The Vendor shall from time to time forthwith on the Purchaser's request, acting reasonably, do, make and execute all such further conveyances, assignments, documents, acts, matters and things as may be reasonably required by the Purchaser to give effect to this Assignment. Without limitation to the foregoing, the Vendor shall execute and submit for registration at the Land Titles Office of Alberta all transfers and other documents necessary to give effect to the intention of this Assignment.
  - (c) The Purchaser hereby accepts the assignment herein provided.
3. **Further Assurances:** Each of the parties shall, as may be requested by the other, execute and deliver such further and other instruments and documents and do or cause to be done all such acts and things as may be reasonably required to implement and carry out the provisions of this Assignment.
4. **Conflict:** To the extent that there is a conflict between the terms and provisions of this Assignment and the Agreement, the terms and the provisions of the Agreement shall govern.

5. **Governing Law:** This Assignment shall be governed by and construed in accordance with the laws of the Province of Alberta.
6. **Headings:** The recitals form part of this Assignment. The headings of this Assignment have been included solely for the convenience of reference and shall not affect the interpretation of any of the provisions of this Assignment.
7. **Enurement:** This Assignment shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
8. **Execution and Delivery:** This Assignment may be executed in any number of counterparts, and may be delivered originally, by facsimile, by PDF or by electronic signature and each such original, facsimile PDF or electronic copy when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.


IN WITNESS WHEREOF the parties hereto have executed and delivered this Assignment as of the date first written above.

**CAPITAL REGION NORTHEAST WATER SERVICES COMMISSION**


Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

**STRATHCONA COUNTY**

Per:  \_\_\_\_\_  
Jason Casault  
Director, Utilities

APR 26 2023

Per:  \_\_\_\_\_

**Mavis Nathoo**

**Director, Legislative & Legal Services**

OTH-UTL-1504

**Schedule "A"**  
**INTERESTS IN LAND**

All utility rights of ways, easements, caveats or other encumbrances of any nature whatsoever registered against lands over which the Assets, as defined in Schedule "E" to the Agreement, are located, including but not limited to:

TITLE NO.	LINC	LEGAL	QS	SEC	TWP	RNG	MER	INSTRUMENT NO.
022 265 509	18157751	4;22;53;31;NE	NE	31	53	22	4	802302234
102 323 477	27426394	9821354;3;3	NW	24	53	23	4	802302236; 142126332
122 217 892	17228610	4356RS;1;8	NW	24	53	23	4	802302236
142 125 063	14563648	5114TR;1;1	NE	24	53	23	4	7265RK
162 188 675	27426402	9821354;3;4	NW	24	53	23	4	802302236; 142126332
182 282 526	27426386	9821354;3;2	NW	24	53	23	4	802302236; 142126332
182 303 579	16371882	4;23;53;25;SE	SE	25	53	23	4	802302232
982 091 769 +9	27426452	9821354;3;10ER	NW	24	53	23	4	802302236; 142126332
992 029 214	26967786	4;22;53;30;SW	SW	30	53	22	4	812022573; 862036180