

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

142168137

ORDER NUMBER: 30136487

ADVISORY

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RESTRICTIVE COVENANT AGREEMENT

THIS Restrictive Covenant Agreement is made effective as of the 20 day of September, 2013.

BETWEEN:

✓ HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Public Works and Government Services on behalf of the Minister of Defence

(hereinafter referred to as "Her Majesty")

OF THE FIRST PART

-and-

✓ HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA as represented by the Minister of Infrastructure

(hereinafter referred to as "Department")

OF THE SECOND PART

WHEREAS:

- A. Her Majesty, being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as are registered upon title as of the date of this Restrictive Covenant Agreement, in all that certain tract of land situated in the Province of Alberta and legally described as follows:

Meridian 4 Range 24 Township 54
Section 11

✓ Quarter North West

Excepting thereout all mines and minerals

Containing 64.7 hectares (160 acres) more or less.

Excepting thereout:

	Hectares (acres) more or less
a) Plan 112 1688 – plan	11.87 (29.33)
b) Plan 112 3582 – plan	0.432 (1.07)
c) Plan 132 2333 – plan	3.83 (9.46)

(“Dominant Tenement”) ✓

- B. The Department is to become the registered owner of an estate in fee simple of the Servient Tenement situate in the Province of Alberta, portions of land which are contained within the NW ¼ of Section 11, Township 54, Range 24, W4M more particularly described as follows:

Firstly:

All of Area "A" as shown on a plan of survey of record in the Land Titles Office for the North Alberta Land Registration District as number 112 1688; excepting thereout all of Area "C" as shown on a plan of survey of record in the Land Titles Office for the North Alberta Land Registration District as number 132 2333.

Containing 11.87 hectares (29.33 acres) more or less.

Excepting thereout all mines and minerals

Secondly:

All of Area "B" as shown on a plan of survey of record in the Land Titles Office for the North Alberta Land Registration District as number 112 3582.

Containing 0.432 hectares (1.07 acres) more or less.

Excepting thereout all mines and minerals

Thirdly:

All of Area "C" as shown on a plan of survey of record in the Land Titles Office for the North Alberta Land Registration District as number 132 2333.

Containing 3.83 hectares (9.46 acres) more or less.

Excepting thereout all mines and minerals

("Servient Tenement")

AND WHEREAS the Department wishes to purchase the Servient Tenement from Her Majesty in order to construct a new off ramp and to facilitate other road improvements.

AND WHEREAS the Department has offered to purchase and Her Majesty has agreed to sell the Servient Tenement in fee simple to the Department.

AND WHEREAS the Servient Tenement consist of a portion of the area declared by P.C. 2004-431 dated April 22, 2004, registered as SOR/2004-86, to be a federal airport within the meaning of subsection 5.4(1) of the *Aeronautics Act*, R.S.C. 185, c. A-2, the Department has agreed to observe and to comply with certain restrictions which the Department has agreed shall run with and be registered on title to the Servient Tenement.

AND WHEREAS this Agreement shall be registered with the Land Titles Office for the North Alberta Land Registration District concurrently with the Transfer of Administration and Control transferring the Servient Tenement from Her Majesty to the Department.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment of the sum of **one dollar (\$1.00)** paid herewith by the Department to Her Majesty and other good and valuable consideration including the covenants and conditions contained herein, Her Majesty hereby annexes to the Servient Tenement the following terms, conditions and covenants, restrictive in nature, as burdens to run with the Servient Tenement:

SECTION 1-DEFINITIONS

- 1.1. **Definitions.** For the purpose of this Agreement, the following terms shall have the meanings hereinafter ascribed to them:

"**Agreement**" means this Restrictive Covenant Agreement and the appendices attached hereto.

"**Agreement of Purchase and Sale**" means an agreement between the parties dated the **1st day of August, 2013**, wherein the Department agrees to purchase and Her Majesty agrees to sell the Servient Tenement.

"**Edmonton Garrison Heliport Zoning Regulations**" means the regulations made pursuant to the *Aeronautics Act*, R.S.C. 185, c. A-2 registered in the Canada Gazette on May 5, 2004 as SOR/2004-86, as deposited in the Northern Alberta Land Titles Office and registered as Instrument No's. 052 105 280, 052 105 281, 052 105 283 and 052 105 323 on lands adjacent to the Heliport and which the Servient Tenement as described in Appendix "A" have NOT been encumbered.

"**Heliport**" has the same meaning as Edmonton Garrison Heliport and is declared as a federal airport, and for the benefit or advantage of which this restrictive covenant exists or is enjoyed by this Agreement.

"**Servient Tenement**" means the land and premises that is the subject of the Agreement of Purchase and Sale and that is more fully described in Appendix "A" that are burdened by this Agreement.

"**Restrictions**" means the covenants of the Department set out in Section 2.3 of this Agreement which are intended by the parties to run with the Servient Tenement.

"**Term**" has the meaning ascribed to it in Section 2.2 of this Agreement.

SECTION 2-RESTRICTIVE COVENANTS

- 2.1. **Covenant.** The Department covenants with Her Majesty:

- (a) to observe and to comply with the Restrictions, the burden of which shall run with the Servient Tenement for the Term, and the benefit of which shall run for the same period with the Heliport; and that
- (b) Her Majesty shall have the right to enter onto the Servient Tenement in order to take whatever action that may be necessary to remediate any uses or objects not in compliance with the Restrictions, and that the Department shall bear the expense of such remediation,

and the parties agree that the Department's covenants in this Section 2.1 shall binding on and shall enure to the benefit of the respective successors and assigns of the parties.

2.2. **Term.** The Restrictions shall run with the Servient Tenement until the earlier of the following occurs:

- (a) Her Majesty deposits an amended Edmonton Garrison Heliport Zoning Regulation on title to the Servient Tenement; or
- (b) Every part of the Heliport ceases to be an federal airport within the meaning of the *Aeronautics Act*, R.S.C. 185, c. A-2, as amended from time to time; or
- (c) The expiry of 999 years from the date of registration of this Agreement on title,

at which time this Agreement shall expire and the Land Registrar may delete this Agreement from title to the Servient Tenement.

2.3. **Restrictions.** The Department covenants as follows:

- (a) **General.** The Servient Tenement shall not be used for any purpose other than for the purpose of an off ramp and associated road infrastructure.
- (b) **Height Restrictions.** No owner or lessee of the Servient Tenement, or any portion thereof, shall:

- I. permit an object of natural growth that is on the Servient Tenement to grow to a height that exceeds; or
- II. erect or construct on the Servient Tenement a building, structure or object, or an addition to an existing building, structure or object, any part of which would, at the location of that part of the building, structure, object or addition thereto, exceed

the elevations contained in Appendix "B".

- (c) **Aeronautical Facilities.** No owner or lessee of the Servient Tenement, or any portion thereof, shall permit any part of that land to be used or developed in a manner that causes interference with any signal or communication to and from an aircraft or any facility used to provide services relating to aeronautics;
- (d) **Bird Hazard.** No owner or lessee of the Servient Tenement, or any portion thereof, shall permit any part of that land to be used for activities or uses attracting birds that create a hazard to aviation safety and are therefore incompatible with the safe operation of the Airport or aircraft.

SECTION 3 -GENERAL

3.1. Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Her Majesty and the Department or by their respective solicitors who are hereby expressly appointed in this regard.

- 3.2. This Agreement shall be governed by and interpreted in accordance with applicable provisions of the laws of the Province of Alberta, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.
- 3.3. The provisions of this Agreement shall survive closing of the transaction contemplated in the Agreement of Purchase and Sale.
- 3.4. If, for any reason, any provision of this Agreement, other than any provision which is of fundamental importance to the arrangement between the parties, is to any extent held or rendered invalid or unenforceable, then the particular provision shall be deemed to be independent of and severed from the remainder of this Agreement and all the other provisions of this Agreement shall nevertheless continue in full force and effect.
- 3.5. This Agreement may be amended only by a written agreement signed by both parties or their respective successors or assigns, as the case may be.
- 3.6. If one or more of the provisions, covenants or restrictive covenants herein contained shall at any time be held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, then such provision, covenant or restrictive covenant or such portion thereof shall be severed from the aforementioned covenants, and such severance shall in no manner prejudice or affect the enforceability of the remaining provisions, covenants or restrictive covenants in accordance with the intent hereof.
- 3.7. This Agreement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land. The restrictions, benefits and obligations hereunder shall bind and enure to the benefit of the parties herein, their respective heirs, personal representatives, tenants, successors, and assigns.
- 3.8. There are no conditions subsequent or precedent except as set forth herein. This restrictive covenant is the entire agreement between the parties and no representations or warranties have been made by the Department or Her Majesty save those contained herein and the consideration hereinabove stated is the sole consideration and inducement for the execution hereof.
- 3.9. The words "Her Majesty" and "Department" shall mean its administrators, successors and/or assigns.
- 3.10. The charges and burdens of this restrictive covenant are and shall at all times be prior and therefore superior to any lien or charge made in good faith and for value affecting the Servient Tenement or any part thereof or any improvements now or hereafter placed thereon to the intent that title to any property acquired through the sale and/or foreclosure of any mortgage, charge or lien by judicial proceedings or otherwise shall be subject to the charges and burdens affecting the Servient Tenement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives on the day and year first above written.

SIGNED IN THE PRESENCE OF:

R. DeLang
Witness's Signature
R. DeLang

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Infrastructure

✓
Per: [Signature]
Name: LARA MARKOVICH
Title: ACTING EXECUTIVE DIRECTOR, REALTY SERVICES

SIGNED IN THE PRESENCE OF:

Heather Rawlins
Witness's Signature
Heather Rawlins

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Public Works and Government Services on behalf of the Minister of National Defence

Per: [Signature]
Name: TRACY HAYDEN
Title: REGIONAL MANAGER
REAL ESTATE SERVICES
PWGSC

COUNTERSIGNED IN THE PRESENCE OF:

[Signature]
Witness's Signature

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Justice

Per: [Signature]
Name: APRYL GLADUE
Legal Officer
Aboriginal Law Services Section
Edmonton Office of the Prairie Region
LTO No. 072 734 247

AFFIDAVIT OF EXECUTION FOR WITNESS

CANADA)
PROVINCE OF ALBERTA) I, ROXY De LANG
TO WIT) of the City of Edmonton,
) in the Province of Alberta
) ADMIN ASSISTANT
) (occupation)

MAKE OATH AND SAY THAT:

- 1. I was personally present and did see Lyle MARKOVICH, authorized to act on behalf of the Minister of Infrastructure, who is personally known to me to be the person named in the within instrument duly sign and execute the same for the purposes named therein.
- 2. The same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
- 3. I personally know the said Lyle MARKOVICH and that he/she is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of)
Edmonton, in the Province of Alberta,)
this 20 day of AUGUST, 2013.)

[Signature]
Commissioner for Oaths or Notary Public
in and for the Province of Alberta

R. DeLang
DARCEY LAUREEN LESSARD
A Commissioner for Oaths in and for
the Province of Alberta
My Commission Expires March 31, 20 15

~~**AFFIDAVIT VERIFYING SIGNING AUTHORITY**~~

~~CANADA)
PROVINCE OF ALBERTA) I, _____
TO WIT) of the City of Edmonton,
) in the Province of Alberta
) _____
) (occupation)~~

~~**MAKE OATH AND SAY THAT:**~~

- ~~1. That I am the delegated authority of the Minister of Infrastructure named in the within instrument.~~
~~2. That I am authorized by the Minister of Infrastructure to execute this instrument without affixing a seal.~~

~~SWORN BEFORE ME at the City of)
Edmonton, in the Province of Alberta,)
this _____ day of _____, 2013.)~~

~~Commissioner for Oaths or Notary Public
in and for the Province of Alberta~~

AFFIDAVIT OF EXECUTION FOR WITNESS

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Heather Rawlins
of the City of Edmonton,
in the Province of Alberta
Real Estate Officer
(occupation)

MAKE OATH AND SAY THAT:

- 4. I was personally present and did see Tracy Hayden, authorized to act on behalf of the Minister of Public Works and Government Services, who is personally known to me to be the person named in the within instrument duly sign and execute the same for the purposes named therein.
- 5. The same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
- 6. I personally know the said Tracy Hayden and that he/she is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of)
Edmonton, in the Province of Alberta,)
this 22 day of August, 2013.)

Linda Veeman
Commissioner for Oaths or Notary Public
in and for the Province of Alberta

) Heather Rawlins
LINDA VEEMAN
A Notary Public in and for the
Province of Alberta
My appointment expires
December 31, 2015

AFFIDAVIT VERIFYING SIGNING AUTHORITY

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Heather Rawlins
of the City of Edmonton,
in the Province of Alberta
Real Estate Officer
(occupation)

MAKE OATH AND SAY THAT:

- 3. That I am the delegated authority of the Minister of Public Works and Government Services named in the within instrument.
- 4. That I am authorized by the Minister of Public Works and Government Services to execute this instrument without affixing a seal.

SWORN BEFORE ME at the City of)
Edmonton, in the Province of Alberta,)
this 22 day of August, 2013.)

Linda Veeman
Commissioner for Oaths or Notary Public
in and for the Province of Alberta

) Heather Rawlins
LINDA VEEMAN
A Notary Public in and for the
Province of Alberta
My appointment expires
December 31, 2015

AFFIDAVIT OF EXECUTION FOR WITNESS

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Sheras Haymour
of the City of Edmonton,
in the Province of Alberta
Paralegal
(occupation)

MAKE OATH AND SAY THAT:

- 7. I was personally present and did see Apryl Gladue, authorized to act on behalf of the Minister of Justice, who is personally known to me to be the person named in the within instrument duly sign and execute the same for the purposes named therein.
- 8. The same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
- 9. I personally know the said Apryl Gladue and that he/she is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of
Edmonton, in the Province of Alberta,
this 20 day of September, 2013.

Nayasha Bacchus
Commissioner for Oaths or Notary Public
in and for the Province of Alberta

Sheras Haymour

NAYASHA SHAFEENA BACCHUS
Commissioner for Oaths in and
for the Province of Alberta
My Commission Expires: September 26, 2014

APPENDIX "A"

To the Restrictive Covenant Agreement between Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services on behalf of the Minister of National Defence, and Her Majesty the Queen in right of Alberta, as represented by the Minister of Infrastructure.

Legal Description of the Servient Tenement

In the Province of Alberta and being:

Portions of land contained within the NW ¼ Section 11, Township 54 Range 24 W4M more particularly described as follows:

Firstly:

All of Area "A" as shown on a plan of survey of record in the Land Titles Office for the North Alberta Land Registration District as number 112 1688; excepting thereout all of Area "C" as shown on a plan of survey of record in the Land Titles Office for the North Alberta Land Registration District as number 132 2333.

Containing 11.87 hectares (29.33 acres), more or less.

Excepting thereout all mines and minerals

Secondly:

All of Area "B" as shown on a plan of survey of record in the Land Titles Office for the North Alberta Land Registration District as number 112 3582.

Containing 0.432 hectares (1.07 acres), more or less.

Excepting thereout all mines and minerals

Thirdly:

All of Area "C" as shown on a plan of survey of record in the Land Titles Office for the North Alberta Land Registration District as number 132 2333.

Containing 3.83 hectares (9.46 acres), more or less.

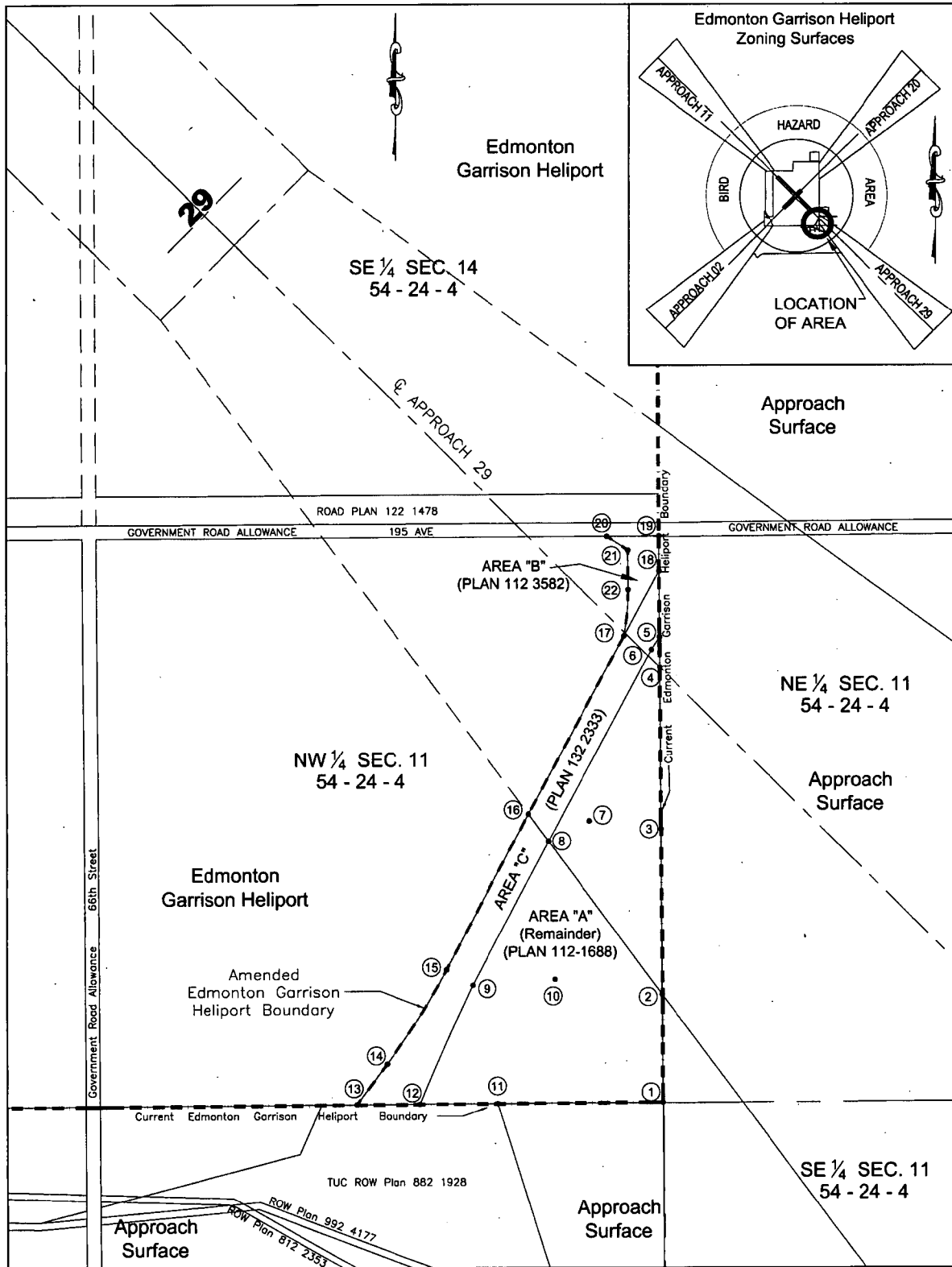
Excepting thereout all mines and minerals

APPENDIX "B"

To the Restrictive Covenant Agreement between Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services on behalf of the Minister of National Defence, and Her Majesty the Queen in right of Alberta, as represented by the Minister of Infrastructure.

Height Restrictions Applicable to the Servient Tenement			
Elevations represent metres above sea level, Canadian Geodetic Vertical Datum (CGVD28)			
AREA A (PLAN 112-1688) NW SEC. 11-54-24 W4M			
POINT No.	EXIST GROUND ELEV.	AZR SURFACE ELEV.	MAX HT
1	677.73 m	700.37 m	22.64 m
2	677.07 m	695.06 m	17.99 m
3	675.35 m	686.81 m	11.46 m
4	673.89 m	678.53 m	4.64 m
5	672.98 m	677.73 m	4.75 m
6	673.29 m	677.40 m	4.11 m
7	675.00 m	681.87 m	6.87 m
8	675.35 m	680.25 m	4.90 m
9	676.17 m	681.19 m	5.02 m
10	677.35 m	687.30 m	9.95 m
11	678.10 m	689.06 m	10.96 m
12	677.18 m	683.89 m	6.71 m
AREA B (PLAN 112-3582) NW SEC. 11-54-24 W4M			
POINT No.	EXIST GROUND ELEV.	AZR SURFACE ELEV.	MAX HT
17	673.08 m	675.08 m	2.00 m
18	673.31 m	676.31 m	3.00 m
19	673.58 m	675.57 m	2.00 m
20	674.15 m	676.16 m	2.00 m
21	674.04 m	676.04 m	2.00 m
22	673.80 m	675.8 m	2.00 m
AREA C (PLAN 132-2333) NW SEC. 11-54-24 W4M			
POINT No.	EXIST GROUND ELEV.	AZR SURFACE ELEV.	MAX HT
13	677.42 m	679.42 m	2.00 m

14	677.68 m	679.68 m	2.00 m
15	676.66 m	678.66 m	2.00 m
16	675.61 m	677.61 m	2.00 m





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142168137 REGISTERED 2014 06 04
RESC - RESTRICTIVE COVENANT
DOC 1 OF 1 DRR#: Z0E4DB2 ADR/DK0ZAK
LINC/S: 0036180636 +

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ORDER NUMBER: 30050372

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EDMONTON, ALBERTA
 DEC 18 1973

785 U.G.

Dated November 30 A.D. 1973

TITLES OFFICE
 POINT OF SETTLEMENT

DEC 17 1973

REGISTRATION FEE	10.20
ASS'G FEE	1.00
STAMP DUTY	1.00
TOTAL	12.20

1300

142 P 314
 151 J 2151

I certify that the within instrument is duly entered and registered in the Land Titles Office at Edmonton, in the Province of Alberta.

10.20
 1.00
 1.00
 12.20

A.M. on 17 Nov 1973
 A.D. 1973
 Book 118 Folio 204
 Registrar N. ALRD

Call dup

WESTERN LAND SERVICES CO. LTD.
 702 IMPERIAL BANK BUILDING
 9990 JASPER AVENUE
 EDMONTON, ALBERTA T5J 1P6

B 12 000

CANADA
 PROVINCE OF ALBERTA
 of the City

I, STEVE L. GROTSKI
 A DIRECTOR OF WESTERN LAND SERVICES
 CO. LTD., AGENT OF THE CAVEATOR
 make oath and say:

1. That I am agent for the above-named Caveator,
2. That I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN before me at the City of Edmonton in the Province of Alberta this 30th day of November A.D. 19 73

[Signature]

A Commissioner for Oaths
 in and for the Province of Alberta

6785 UG

CAVEAT

To the Registrar of the NORTH ALBERTA Land Registration District

TAKE NOTICE that I, TOWN OF ST. ALBERT, with
offices at Churchill and Grandin, (Name in full)
of Civic Centre, St. Albert in the Province of Alberta, (Occupation)

claims an interest by virtue of An Agreement in writing dated the 26th Day of July, 1973, signed by the Department of National Defence, Deputy Minister on behalf of Her Majesty the Queen in right of Canada, in favor of the Caveator.

(By way of Order No. 2920 HW as to Certificate Title No. 142-P-81 and by way of Order Nos. 1967 M.M. and 2174 M.M. as to Certificate Title 151-J-215

TO PART DOCUMENT

* in

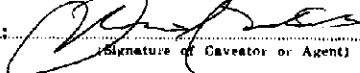
* AN

Being lands described in Certificate of Title Number 2-U-131, 208-O-131, 142-P-81, 244-U-131 & 151-J-215 standing in the register in the name of _____ and I forbid the registration of any person as transferee or owner of or of any instrument affecting the said estate or interest, unless the instrument or the Certificate of Title as the case may be, is expressed to be subject to my claim.

I appoint Churchill and Grandin, Civic Centre, at St. Albert in the Province of Alberta, as the place at which notice of proceedings relating hereto may be served.

DATED this 30th day of November A.D. 1973

TOWN OF ST. ALBERT, by its Agent:
WESTERN LAND SERVICES CO. LTD.

Per: 
Signature of Caveator or Agent
STEVE L. GROTSKI

CANADA } I,
PROVINCE OF ALBERTA } of the _____ of
To Wit: } in the Province of Alberta,

make oath and say:

1. That I am the above-named Caveator.
2. That I believe that I have a good and valid claim upon the said lands and I say this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN before me at the _____
of _____
in the Province of Alberta
this _____ day of _____
A.D. 19 _____

246131

208.0.131

142 P81

2444131

151 5215

- Firstly: The North West Quarter of Section Eleven (11) Township Fifty-four (54) Range Twenty-four (24) West of the Fourth Meridian in the Province of Alberta, Dominion of Canada, containing 160 acres more or less. Reserving unto His Majesty all mines and minerals.
- Secondly: The North East Quarter of Section Ten (10) Township Fifty-four (54) Range Twenty-four (24) West of the Fourth Meridian in the Province of Alberta, Dominion of Canada, containing 160 acres more or less. Reserving unto His Majesty all mines and minerals.
- Thirdly: The North West Quarter of Section Ten (10) Township Fifty-four (54) Range Twenty-four (24) West of the Fourth Meridian in the Province of Alberta, Dominion of Canada, containing 160 acres more or less. Excepting thereout all that portion described as follows:--Commencing at the North West Angle of said Quarter Section; thence Easterly along the Northerly Boundary thereof Four (4) chains and Forty-seven and Two Tenths (47.2) Links; thence Southerly and parallel with the Western Boundary thereof Four (4) chains Forty-seven and Two Tenths (47.2) Links thence Westerly and parallel with the Northerly Boundary of said Quarter Section Four (4) chains Forty-seven and two tenths (47.2) Links more or less to a point on the Western Boundary thereof thence Northerly along said Western Boundary Four (4) chains Forty-seven and two tenths (47.2) Links more or less to the place of Commencement containing Two (2) acres more or less.
- Fourthly: All that portion of the North Half of Section Nine (9) Township Fifty-four (54) Range Twenty-four (24) West of the Fourth Meridian in the Province of Alberta, Dominion of Canada; Described as follows--Commencing at the North East Corner of said North Half--thence Westerly along the North Boundary thereof to the North West Corner of the said North Half--thence Southerly along the West Boundary of the said Section Twenty six and Six Hundred and Sixty five thousandths (26.665) Chains--thence Easterly at right angles to the said West Boundary Forty eight (48) Chains more or less to a point; Thirty-two (32) Chains perpendicularly Distant Westerly from the East Boundary of the said North Half--thence Southerly and parallel to the said East Boundary to the South Boundary of the said North Half Section--thence Easterly along the said South Boundary to the South East Corner thereof--thence Northerly along the said East Boundary to the point of Commencement. The land hereby described containing 256 acres more or less. Reserving thereout all mines and minerals.
- Fifthly: The North East Quarter of Section Eight (8) Township Fifty-four (54) Range Twenty-four (24) West of the Fourth Meridian in the said Province, containing 160 acres more or less. Excepting thereout--(A) 1.52 acres more or less as shown on Road Plan 663 E.U. (B) 38.97 acres more or less for road as shown on Road Plan 5509 L.Z. The land hereby described containing 119.51 acres more or less. Reserving thereout all mines and minerals.

Except 154 acres out of NW-9 as shown on Road plan 5599 L.Z

D TO
ING PART

151
His Majesty the King in Right of Canada as to Certificate of Title No. 2-U-131
and Certificate of Title No. 208-O-131 and Certificate of Title No. 244-U-131
Robert J. Tyson as to Certificate of Title No. 142-P-81.
Clayton Hillgardner and Lena Hillgardner as to Certificate of Title No. 151-J-215.

CLAYTON