



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0026 118 687 4;21;51;34;NE 012 055 465 +3

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 21 TOWNSHIP 51
SECTION 34

ALL THAT PORTION OF THE NORTH EAST QUARTER
NOT COVERED BY ANY OF THE WATERS OF COOKING LAKE
AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP
SIGNED AT OTTAWA ON THE 5TH DAY OF MAY A.D. 1899, CONTAINING
64.3 HECTARES (159 ACRES), MORE OR LESS.

EXCEPTING THEREOUT:	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 62MC - SUBDIVISION	13.8	34.03	
B) PLAN 3023MC - SUBDIVISION	0.125	0.31	
C) PLAN 4266MC - SUBDIVISION	6.33	15.64	
D) PLAN 5725NY - SUBDIVISION	4.11	10.15	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: STRATHCONA COUNTY

REFERENCE NUMBER: 942 245 489

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
012 055 465	23/02/2001	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

DALES PROPERTIES LTD.
OF 15072-BEACHVIEW AVENUE
WHITE ROCK
BRITISH COLUMBIA V4B 1P4
AS TO AN UNDIVIDED 75% INTEREST

NORTHWARD HOLDINGS LTD.
OF 1602, 11826-100 AVE
EDMONTON
ALBERTA T5K 0K3
AS TO AN UNDIVIDED 25% INTEREST

(DATA UPDATED BY: CHANGE OF ADDRESS 222086036)

REGISTRATION

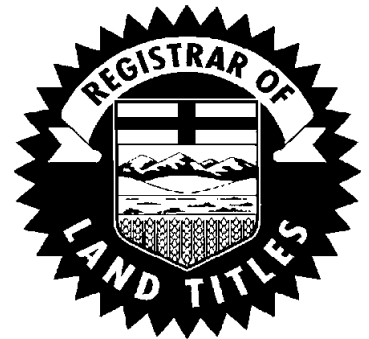
NUMBER	DATE (D/M/Y)	PARTICULARS
1489PS	13/02/1968	CAVEAT CAVEATOR - FORTISALBERTA INC. 320-17 AVE SW CALGARY ALBERTA T2S2V1 (DATA UPDATED BY: TRANSFER OF CAVEAT 002349493) (DATA UPDATED BY: CHANGE OF NAME 042526968)
7843RM	18/12/1969	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 012022122)

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 14 DAY OF MAY,
2026 AT 12:04 P.M.

ORDER NUMBER: 57159036

CUSTOMER FILE NUMBER: CLHBID



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

1489PS

ORDER NUMBER: 57159522

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Caueat Forbidding Registration

To the Registrar of the North Alberta Land Registration District

Take Notice that CALGARY POWER LTD., a body corporate having its registered office at the City of Calgary, in the Province of Alberta claims an estate and interest in the hereinafter mentioned lands under and by virtue of an Easement in writing, a true copy of which is hereunto annexed, and dated the 12th day of January, 1968, and made by ERIN RANCHES LTD. as Grantor, in favour of the said Calgary Power Ltd., as Grantee, which aforesaid lands are described as follows:

All that portion of the East half of Section Thirty-four (34) Township Fifty-one (51) Range Twenty-one (21) West of the Fourth Meridian, in the Province of Alberta, Canada not covered by any of the waters of Cooking Lake as shown on a Plan of Survey of the said Township signed at Ottawa on the 5th of May, 1899 containing 212 acres more or less. Excepting thereout (A) 44.20 acres more or less as shown subdivided under Plan 62 M.C. (B) 19.57 acres more or less as shown subdivided under Plan 3023 M.C. (C) 15.64 acres more or less as shown subdivided under Plan 4266 M.C. (D) 22.72 acres more or less as shown subdivided under Plan 992 N.Y. out of the South East Quarter. (E) 10.15 acres more or less of N.E. Quarter under Plan 5725 N.Y. The land hereby described containing 99.72 acres more or less.

Reserving unto Her Majesty all mines and minerals.

OK As more particularly described in certificate of title 136-K-209 standing in the register in the name of ERIN RANCHES LTD. and the said Calgary Power Ltd. forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim, and it appoints 140 First Avenue South West, at the City of Calgary, in the Province of Alberta as the place at which notices and proceedings relating hereto may be served.

DATED this 12 day of February, 1968.

CALGARY POWER LTD.

BY: 

Its Agent.

constructed becomes cultivated the Grantee shall pay to the Grantor an additional sum of Dollars (\$) for each structure referred to in (b) that may be affixed to the said newly cultivated area.

SECOND: The Grantee, its tenants, officers, agents, servants, employees, contractors and licensees, with or without animals, vehicles, tools, equipment, apparatus and materials of whatsoever nature and kind, shall have the full, free and uninterrupted right to enter upon, use and occupy the said right-of-way for all purposes connected with, or incidental to, the rights and privileges herein granted including, without limitation, the right to load, unload and store material, apparatus and equipment upon the said right-of-way, to roll and unroll wire thereon and to make and keep the said right-of-way free from brush, trees, damaging growths, water in dangerous quantities and other obstructions.

THIRD: The Grantee will erect, install and construct its works within, upon or over the said right-of-way in a proper and workmanlike manner so as to do as little injury as possible to the said lands and will keep and maintain the same in good repair and will at the termination of this grant remove from the said right-of-way all of its said works and will fill up all holes caused by such removal and restore the surface of the said right-of-way as far as may be reasonable and possible.

FOURTH: The Grantee without paying any additional consideration therefor, shall be entitled to erect upon the said right-of-way such structures and/or guy wires as it may deem necessary for the purpose of reconstructing, relocating or replacing its electrical transmission lines or any part thereof within, upon or over the said right-of-way; PROVIDED, HOWEVER, the Grantee will, as soon as practicable under the circumstances, take down, dismantle and remove from the said right-of-way all structures and/or guy wires that are no longer required for its reconstructed, relocated or replaced electrical transmission lines and will fill up all holes caused by such removal and restore the surface of the said right-of-way as far as may be reasonable and possible; it being understood and agreed that the number of structures and/or guy wires comprising or forming a part of its reconstructed, relocated or replaced electrical transmission lines shall not exceed the number of structures and/or guy wires authorized in the First Clause.

FIFTH: The Grantee will at all times hereafter 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, or any person claiming through or under the Grantee, in the exercise or purported exercise of any or all of the rights and privileges hereby granted.

SIXTH: The Grantee will compensate the Grantor for damage done to any crops, fences, merchantable timber and livestock which may be growing, installed or running upon the said lands and which may be injured and damaged by reason of the exercise of any or all of the rights and privileges herein granted, and in the event the parties hereto cannot agree from time to time and at any time on the amount of damages payable to the Grantor hereunder, each of the parties shall name one arbitrator and the arbitrators so named shall appoint a third arbitrator who shall be chairman, and a decision of a majority of the arbitrators so named or appointed shall be final and binding upon the parties. In all other respects The Arbitration Act of Alberta, then in force, shall apply.

SEVENTH: The Grantee may provide gates and shall, if requested by the Grantor, furnish the same with a good and sufficient lock, in each and every fence now or hereafter erected or constructed across the said right-of-way, such gates to be of sufficient width to admit the passage of an ordinary vehicle.

EIGHTH: The Grantee shall not fence the said right-of-way or any portion thereof and the Grantor shall have free access to, and use of, the lands comprised in the said right-of-way; PROVIDED, HOWEVER, that such access and use in favour of the Grantor shall not in any way interfere with, restrict, hinder, impede, obstruct or molest the Grantee in the exercise of any of its rights and privileges herein granted or any works, equipment or apparatus of the Grantee situate within, upon or over the said right-of-way, and to that end the Grantor covenants not to erect upon the said right-of-way any buildings, structures or other obstructions that, in the opinion of the Grantee, may in any way interfere with the safe and efficient conveyance, transmission and distribution of electrical energy within, upon or over the said right-of-way.

NINTH: The Grantor covenants with the Grantee that upon the Grantee, its successors and assigns performing and observing the covenants and conditions on its part to be performed and observed, the Grantee, its successors and assigns, shall peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted during the period as aforesaid.

TENTH: This grant is and shall be of the same force and effect to all intents and purposes as a covenant running with the land.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that this Grant and all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, respectively, the executors, administrators, successors and assigns of the Grantor, the owner or owners for the time being of the said lands, (including the Purchaser, if any, whose consent is hereunto annexed) and the successors and assigns of the Grantee, and wherever the singu-

"THE LAND TITLES ACT"

Easement for Right of Way to Calgary Power Ltd.

E6094

ERIN RANCHES LTD.

hereinafter called "the Grantor" being registered owner of an estate in fee simple, subject however, to such encumbrances, liens and interest as are notified by memorandum underwritten in all that certain tract of land situate in the Province of Alberta, being composed of:

All that portion of the East half of Section Thirty-four (34), Township Fifty-one (51), Range Twenty-one (21) West of the Fourth Meridian, in the Province of Alberta, Canada not covered by any of the waters of Cooking Lake as shown on a Plan of Survey of the said Township signed at Ottawa on the 5th of May, 1899 containing 212 acres more or less. Excepting thereout (A) 44.20 acres more or less as shown subdivided under Plan 62 M.C. (B) 19.57 acres more or less as shown subdivided under Plan 3023 M.C. (C) 15.64 acres more or less as shown subdivided under Plan 4266 M.C. (D) 22.72 acres more or less as shown subdivided under Plan 992 N.Y. out of the South East Quarter. The land hereby described containing 109.87 acres more or less.

Reserving thereout all mines and minerals.

DO HEREBY in consideration of the sum of ~~ONE HUNDRED AND THIRTY-FIVE~~

(**\$ 135.00**) paid to me or others interested in the said lands by encumbrance or otherwise, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter contained to be kept and performed by CALGARY POWER LTD., a corporation having its head office at the City of Calgary, in the Province of Alberta, hereinafter called "the Grantee", grant and transfer unto and to the Grantee, the right, liberty, privilege and easement of a right-

of-way containing ~~acres more or less~~ within, upon or over the said lands, as such right-of-way is shown on a plan of record in the Office of the Registrar for the Alberta Land Registration District as filed Plan No. _____ for the erection, installation, construction, operation, maintenance, inspection, patrol, removal, replacement, reconstruction, relocation and repair of its electrical transmission lines and all works, equipment, apparatus and appurtenances as may be necessary or convenient in connection therewith for the transmission conveyance and distribution of electrical energy within, upon or over the said lands, together with the right of ingress and egress for all purposes incidental to the said grant, as and from the date hereof and for so long hereafter as the Grantee may desire and continue to exercise the rights and privileges hereby granted, on the following terms and conditions which are hereby covenanted and agreed to by and between the Grantor and the Grantee:

FIRST: The said rights and privileges hereby granted shall include, without limiting the generality of the foregoing, the right to erect, install, construct, maintain, remove, replace, reconstruct, relocate and repair on the said right-of-way such single or multiple pole standards, towers and structures, hereinafter collectively called "structures", together with such guy wires, as the Grantee may from time to time and at any time deem necessary for the full enjoyment of any or all of the rights and privileges herein granted; PROVIDED, HOWEVER, until the prior written consent of the Grantor has been obtained, the Grantee shall not, unless it is reconstructing, relocating or replacing its electrical transmission lines as permitted in the Fourth Clause, maintain at any one time upon the said right-of-way more structures and/or guy wires than:

- (a) on a cultivated area of the said right-of-way as it at present exists ~~4~~ structures.
- (b) on an uncultivated area of the said right-of-way as it at present exists ~~4~~ structures.
- (c) ~~1~~ ¹ guy wires.

IT BEING FURTHER UNDERSTOOD AND AGREED by and between the Grantor and the Grantee that as and when the said uncultivated area upon which the said structures are erected or

lar or masculine is used throughout this Grant, the same shall be construed as meaning plural or feminine or a body corporate where the context or the parties hereto so admit or require.

IN WITNESS WHEREOF

ERIN RANCHES LTD.

the Grantor, has hereunto set his hand and seal (or, if a body corporate, has hereunto caused to be affixed its corporate seal duly attested by the hands of its proper officers duly authorized in that behalf) and Calgary Power Ltd., the Grantee, has caused these presents to be executed by its proper officers duly authorized in that behalf this 12th day of JANUARY A.D. 1968

SIGNED, SEALED and DELIVERED by the above-named Grantor in the presence of:

[Handwritten signature]

ERIN RANCHES LTD.

Per: *[Handwritten signature]*

Per: _____

and by E.J. MacLeod and W.J. Gold

and by E.J. MacLeod and W.J. Gold on behalf of Calgary Power Ltd. (by virtue of a Power of Attorney of record in the Land Titles Office, enabling them in that behalf), in the presence of:

[Handwritten signature]

CALGARY POWER LTD.,

Per: *[Handwritten signature]* Attorney

Per: *[Handwritten signature]* Attorney

**DOWER
CONSENT OF SPOUSE**

I, _____ being married to the within named _____ do hereby give my consent to the disposition of our homestead, made in the annexed instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by The Dower Act, to the extent necessary to give effect to the said disposition.

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

- This document was acknowledged before me by _____ apart from her husband/his wife.
- _____ acknowledged to me that she/he
 - Is aware of the nature of the agreement;
 - Is aware that The Dower Act gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
 - Consents to the agreement for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by The Dower Act to the extent necessary to give effect to the said agreement;
 - Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at the _____ of _____ in the Province of _____ this _____ day of _____, A.D. 19_____

A Commissioner for Oaths or Notary Public

AFFIDAVIT

I, _____ of _____ in the Province of _____, _____ (Occupation) make oath and say:

- THAT I am the Grantor named in the annexed instrument.
- THAT I am not married.
- THAT neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

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

A Commissioner for Oaths or Notary Public

MEMORANDUM OF ENCUMBRANCES

4165 T.X. Garden E.E.A. - N.E.34

Document No.
Reference Certificate No. 136-L-209
DATED A.D. 19

ERIN RANCHES LTD.

—TO—

Calgary Power Ltd.

Encumbrance

I certify that the within instrument is duly registered in the Land Titles Office for the Alberta Land Registration District at the City of
in the Province of Alberta, at
o'clock m. on the A.D. 19 day
Number , Book , Folio

Registrar, A.L.R.D.

Shawcross, Brown, Craig & Co.
Brooks, Shook, Norris
1022-101 St. Edmonton
Edmonton, Alberta

10-E

AFFIDAVITS OF EXECUTION

CANADA
PROVINCE OF ALBERTA

I, *BERT VIK*
of the *CITY* of
EDMONTON, in the Province of Alberta,
LAND AGENT make oath and say:
(Occupation)

TO WIT:

1. THAT I was personally present and did see named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the *CITY* of *EDMONTON* in the Province of Alberta and that I am the subscribing witness thereto.
3. THAT I know the said and he is in my belief of the full age of twenty-one years.

SWORN before me at the *CITY*
of *EDMONTON* in the Province
of Alberta, this *30th* day
of *JANUARY* A.D. 19*68*.

A Commissioner for Oaths or Notary Public

CANADA
PROVINCE OF ALBERTA

I, *M. Owen*
of the
City of Calgary, in the Province of Alberta,
DRAFTSMAN make oath and say:
(Occupation)

TO WIT:

1. THAT I was personally present and did see *E.J. MacLeod* and *W.J. Gold* duly sign and execute the within instrument on behalf of Calgary Power Ltd., the Grantee, for the purposes named therein both of whom are known to me to be duly authorized to execute the same as aforesaid.
2. THAT the same was executed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.

SWORN before me at the City of Calgary,
in the Province of Alberta, this *2* day
of *FEB* A.D. 19*68*.

A Commissioner for Oaths or Notary Public

(DATA UPDATED BY: CHANGE OF ADDRESS 222086037)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
1489PS	13/02/1968	CAVEAT CAVEATOR - FORTISALBERTA INC. 320-17 AVE SW CALGARY ALBERTA T2S2V1 (DATA UPDATED BY: TRANSFER OF CAVEAT 002349493) (DATA UPDATED BY: CHANGE OF NAME 042526968)
7843RM	18/12/1969	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 012022122)
982 011 558	13/01/1998	ENCROACHMENT AGREEMENT "FOR THE BENEFIT OF LOT 15,BLOCK 1,PLAN 63MC"
112 234 992	02/08/2011	ENCROACHMENT AGREEMENT "FOR THE BENEFIT OF LOT 14 BLOCK 1 PLAN 63MC"

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
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TITLE REPRESENTED HEREIN THIS 14 DAY OF MAY,
2026 AT 12:11 P.M.

ORDER NUMBER: 57159149

CUSTOMER FILE NUMBER: CLHBID



END OF CERTIFICATE

(CONTINUED)

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**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

1489PS

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ADVISORY

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Caueat Forbidding Registration

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Its Agent.

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"THE LAND TITLES ACT"

Easement for Right of Way to Calgary Power Ltd.

E6094

ERIN RANCHES LTD.

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Reserving thereout all mines and minerals.

DO HEREBY in consideration of the sum of ~~ONE HUNDRED AND THIRTY-FIVE~~

(**\$ 135.00**) paid to me or others interested in the said lands by encumbrance or otherwise, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter contained to be kept and performed by CALGARY POWER LTD., a corporation having its head office at the City of Calgary, in the Province of Alberta, hereinafter called "the Grantee", grant and transfer unto and to the Grantee, the right, liberty, privilege and easement of a right-

of-way containing ~~acres more or less~~ within, upon or over the said lands, as such right-of-way is shown on a plan of record in the Office of the Registrar for the Alberta Land Registration District as filed Plan No. _____ for the erection, installation, construction, operation, maintenance, inspection, patrol, removal, replacement, reconstruction, relocation and repair of its electrical transmission lines and all works, equipment, apparatus and appurtenances as may be necessary or convenient in connection therewith for the transmission conveyance and distribution of electrical energy within, upon or over the said lands, together with the right of ingress and egress for all purposes incidental to the said grant, as and from the date hereof and for so long hereafter as the Grantee may desire and continue to exercise the rights and privileges hereby granted, on the following terms and conditions which are hereby covenanted and agreed to by and between the Grantor and the Grantee:

FIRST: The said rights and privileges hereby granted shall include, without limiting the generality of the foregoing, the right to erect, install, construct, maintain, remove, replace, reconstruct, relocate and repair on the said right-of-way such single or multiple pole standards, towers and structures, hereinafter collectively called "structures", together with such guy wires, as the Grantee may from time to time and at any time deem necessary for the full enjoyment of any or all of the rights and privileges herein granted; PROVIDED, HOWEVER, until the prior written consent of the Grantor has been obtained, the Grantee shall not, unless it is reconstructing, relocating or replacing its electrical transmission lines as permitted in the Fourth Clause, maintain at any one time upon the said right-of-way more structures and/or guy wires than:

- (a) on a cultivated area of the said right-of-way as it at present exists ~~4~~ structures.
- (b) on an uncultivated area of the said right-of-way as it at present exists ~~4~~ structures.
- (c) ~~1~~ ¹ guy wires.

IT BEING FURTHER UNDERSTOOD AND AGREED by and between the Grantor and the Grantee that as and when the said uncultivated area upon which the said structures are erected or

lar or masculine is used throughout this Grant, the same shall be construed as meaning plural or feminine or a body corporate where the context or the parties hereto so admit or require.

IN WITNESS WHEREOF

ERIN RANCHES LTD.

the Grantor, has hereunto set his hand and seal (or, if a body corporate, has hereunto caused to be affixed its corporate seal duly attested by the hands of its proper officers duly authorized in that behalf) and Calgary Power Ltd., the Grantee, has caused these presents to be executed by its proper officers duly authorized in that behalf this 12th day of JANUARY A.D. 1968

SIGNED, SEALED and DELIVERED by the above-named Grantor in the presence of:

[Handwritten signature]

ERIN RANCHES LTD.

Per: *[Handwritten signature]*

Per: _____

and by E.J. MacLeod and W.J. Gold

and by E.J. MacLeod and W.J. Gold on behalf of Calgary Power Ltd. (by virtue of a Power of Attorney of record in the Land Titles Office, enabling them in that behalf), in the presence of:

[Handwritten signature]

CALGARY POWER LTD.,

Per: *[Handwritten signature]* Attorney

Per: *[Handwritten signature]* Attorney

**DOWER
CONSENT OF SPOUSE**

I, _____ being married to the within named _____ do hereby give my consent to the disposition of our homestead, made in the annexed instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by The Dower Act, to the extent necessary to give effect to the said disposition.

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

- This document was acknowledged before me by _____ apart from her husband/his wife.
- _____ acknowledged to me that she/he
 - Is aware of the nature of the agreement;
 - Is aware that The Dower Act gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
 - Consents to the agreement for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by The Dower Act to the extent necessary to give effect to the said agreement;
 - Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at the _____ of _____ in the Province of _____ this _____ day of _____, A.D. 19_____

A Commissioner for Oaths or Notary Public

AFFIDAVIT

I, _____ of _____ in the Province of _____, _____ (Occupation) make oath and say:

- THAT I am the Grantor named in the annexed instrument.
- THAT I am not married.
- THAT neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

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

A Commissioner for Oaths or Notary Public

MEMORANDUM OF ENCUMBRANCES

4165 T.X. Garden E.E.A. - N.E.34

Document No.
Reference Certificate No. 136-L-209
DATED A.D. 19

ERIN RANCHES LTD.

—TO—

Calgary Power Ltd.

Encumbrance

I certify that the within instrument is duly registered in the Land Titles Office for the Alberta Land Registration District at the City of _____ in the Province of Alberta, at _____ o'clock _____ m. on the _____ day of _____ A.D. 19 _____ Number _____, Book _____, Folio _____

Registrar, A.L.R.D.

Shawcross, Brown, Craig & Co.
Brooks, Shook, Norris
1003-101 St. Edmonton
Edmonton, Alberta

10-E

AFFIDAVITS OF EXECUTION

CANADA
PROVINCE OF ALBERTA

I, *BERT VIK*
of the *CITY* of
EDMONTON, in the Province of Alberta,
LAND AGENT make oath and say:
(Occupation)

TO WIT:

1. THAT I was personally present and did see named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the *CITY* of *EDMONTON* in the Province of Alberta and that I am the subscribing witness thereto.
3. THAT I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at the *CITY* of *EDMONTON* in the Province of Alberta, this *30th* day of *JANUARY* A.D. 19*68*.

A Commissioner for Oaths or Notary Public

CANADA
PROVINCE OF ALBERTA

I, *M. Owen*
of the
City of *Calgary*, in the Province of Alberta,
DRAFTSMAN make oath and say:
(Occupation)

TO WIT:

1. THAT I was personally present and did see *E.J. MacLeod* and *W.J. Gold* duly sign and execute the within instrument on behalf of Calgary Power Ltd., the Grantee, for the purposes named therein both of whom are known to me to be duly authorized to execute the same as aforesaid.
2. THAT the same was executed at the City of *Calgary*, in the Province of Alberta, and that I am the subscribing witness thereto.

SWORN before me at the City of *Calgary*, in the Province of Alberta, this *2* day of *FEB* A.D. 19*68*.

A Commissioner for Oaths or Notary Public

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

982011558

ORDER NUMBER: 57159522

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

THIS AGREEMENT MADE this 27 day of November, A.D., 1997.

HEINZ THEUSSEN and GISELA WILHELMINE THEUSSEN of
Sherwood Park, in the Province of Alberta
(hereinafter called "the Owner")

OF THE FIRST PART

- and -

DALES PROPERTIES LTD., formerly known as
ROY DALES CONSTRUCTION AND DEVELOPMENT LTD., formerly
known as ROY DALES INVESTMENTS LTD.
of Edmonton, in the Province of Alberta
(hereinafter called "Dales")

OF THE SECOND PART

ENCROACHMENT AGREEMENT

WHEREAS the Owner(s) are the registered owners of lands legally described as follows:

Plan 63 M C
Block 1
Lot 15
Excepting thereout all mines and minerals

and municipally known as E 1/4 34-51-21-W4 (which lands are hereinafter referred to as "the Owner's land")

AND WHEREAS Dales owns the land legally described as:

ALL THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION THIRTY
FOUR (34)
TOWNSHIP FIFTY ONE (51)
RANGE TWENTY ONE (21)
WEST OF THE FOURTH MERIDIAN, NOT COVERED BY ANY OF THE WATERS
OF COOKING LAKE AS SHOWN ON A PLAN OF SURVEY OF THE SAID
TOWNSHIP SIGNED AT OTTAWA ON THE 5TH DAY OF MAY, A.D. 1899.
EXCEPTING THEREOUT: (A) 4.12 HECTARES (10.17) ACRES, MORE OR LESS,
SUBDIVIDED UNDER PLAN 62 M C.
(B) 7.80 HECTARES (19.26) ACRES, MORE OR LESS, SUBDIVIDED UNDER
PLAN 3023 M C
(C) 9.19 HECTARES (22.72) ACRES, MORE OR LESS, SUBDIVIDED UNDER
PLAN 992NY

PMD

EXCEPTING THEREOUT ALL MINES AND MINERALS

and municipally known as SE 1/4 34 - 51 -21 - W4 (hereinafter referred to as "Dales land"), immediately south/east of the Owners' land;

AND WHEREAS the Owners have constructed upon the Owners land a single detached dwelling and decks (hereinafter referred to as the "Owners' building and improvements") which encroach upon the Dales land as is shown on the Surveyors Real Property Report which is annexed hereto and forms Schedule "A" to this Agreement (hereinafter referred to as "the Encroachment");

AND WHEREAS Dales has agreed to allow the Encroachment to remain on the Dales land, subject to the terms herein contained;

NOW THEREFORE this Agreement witnesseth that:

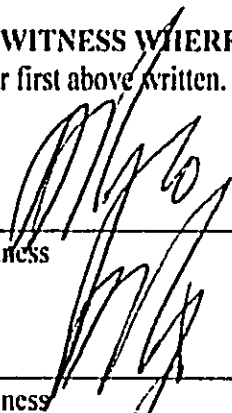
1. Dales permits the Owners' building and improvements to encroach onto that portion of Dales land as is highlighted on the Surveyors Real Property Report which is annexed hereto and forms Schedule "A" to this Agreement.
2. The encroachment permission granted in Clause 1 herein is expressly subject to the terms, covenants and conditions hereinafter set forth.
3. The Owners' covenant with Dales that they will upon execution of this Agreement, pay to Dales the sum of One (\$1.00) Dollar in consideration of the encroachment privilege which is hereby granted and to pay all of the legal costs of Dales in the preparation, review and execution of this Agreement.
4. If the Owners' building and improvements are removed from the Owners' land or destroyed, the encroachment privilege is automatically revoked, and this Encroachment Agreement is terminated without notice to the Owners' or the Owners' successors in title. Further, the Owners agree that if Dales should ever require the property currently being encroached, the Owners shall, within One Hundred Eighty (180) days of receiving written notice from Dales, remove all of the Owners' buildings and improvements located on the Encroachment.
5. The parties agree that this Encroachment Agreement shall grant to the Owners a license to encroach upon the lands as described herein and the Owners shall not acquire any easement or other ownership rights over the Encroachment except as provided for herein.
6. The Owners shall at all times indemnify and save harmless Dales from all actions, claims and demands that may be brought or made against Dales by reason of anything done by the Owners, their agents or contractors upon or related to the Encroachment or in any way arising from or related to the Encroachment granted herein.
7. The Owners agree that they shall not make any changes, additions or modifications to the Owners' building and improvements located upon the Encroachment, save and except


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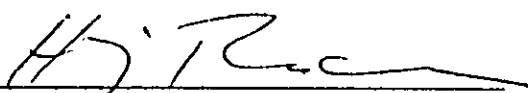
changes, additions and modifications which reduce or diminish the owners building and improvements located upon the Encroachment.

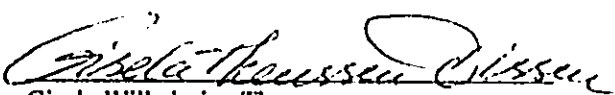
- 8. This Agreement may be registered against all titles to all lands described herein.
- 9. This Encroachment Agreement is to be considered as the same force and effect as a covenant running with the land and these presents, including all covenants and conditions herein contained, shall enure to and be binding upon the parties and their heirs, administrations, successors and assigns.

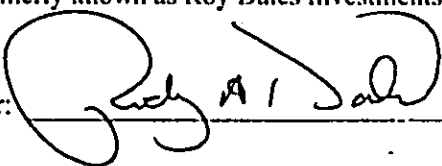
IN WITNESS WHEREOF the parties have executed this Encroachment Agreement the day and year first above written.

Witness 

Witness 


 Heinz Theussen


 Gisela Wilhelmine Theussen
^{pres}
 Dales Properties Ltd., formerly known as Roy
 Dales Construction and Development Ltd.,
 formerly known as Roy Dales Investments Ltd.

Per: 

Per: _____

RAD

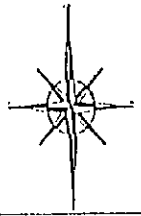


SCHEDULE A
ALBERTA LAND SURVEYORS' REAL PROPERTY REPORT

PREPARED BY

C.E.S. SURVEYS LTD.

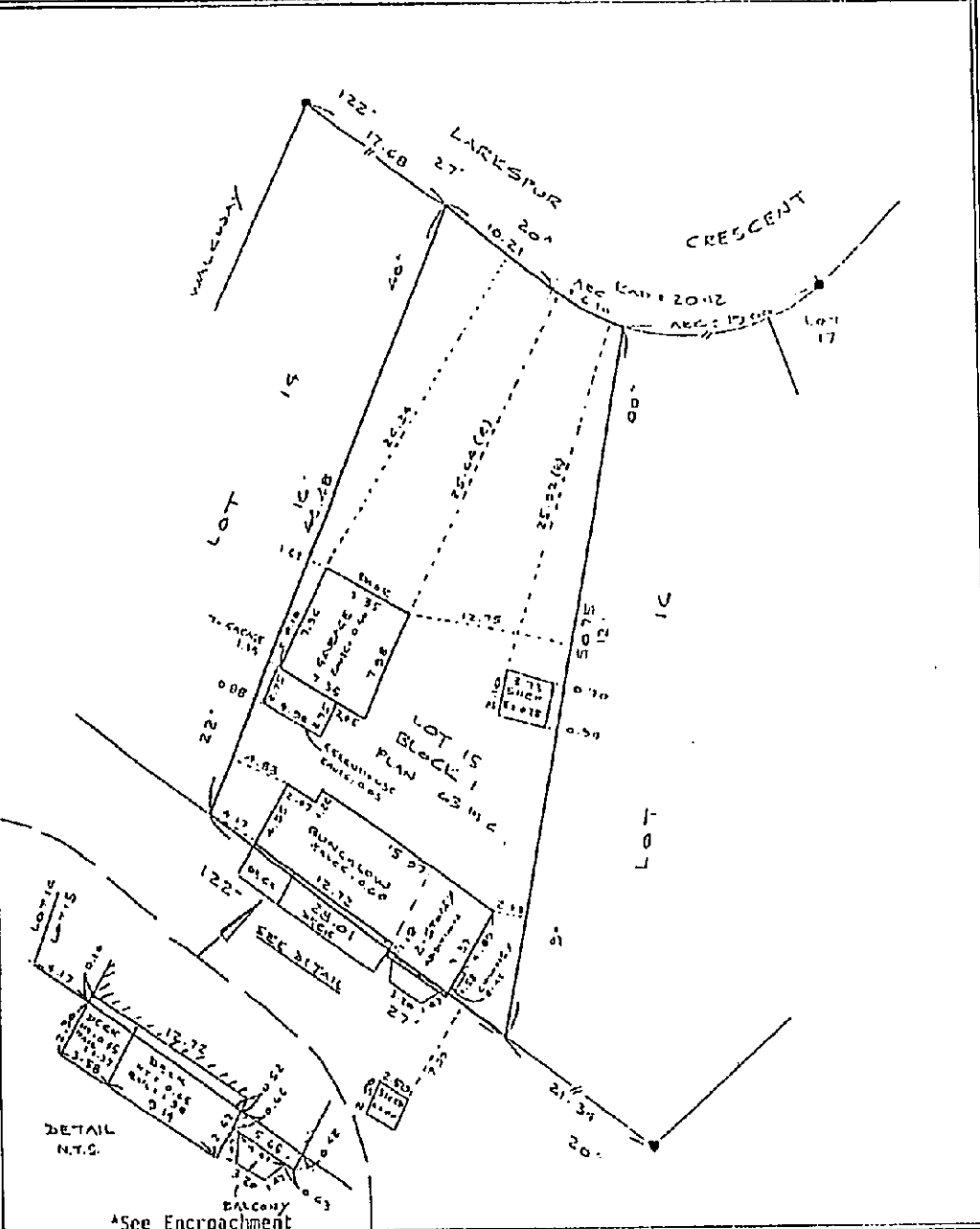
9643 - 45 AVENUE, EDMONTON, ALBERTA
PH: 438-1336 TGE 528 FAX: 437-4640



CLIENT FILE NO. THEUSSEN

C.E.S. FILE NO. T-11611-13

SCALE: 1: 400



*See Encroachment

LOT 15 BLOCK 1 FLAR 63 M.C.
 ADDRESS Fls 34-51-21-NGM
County of Stenticonna #20

NOTE:
 1. ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.
 2. THE MEASUREMENTS APPLY TO THE VISIBLE PARTS OF THE EXTERIOR BUILDING WALLS AND THE YARD DISTANCES ARE PERPENDICULAR TO THE PROPERTY LINES UNLESS OTHERWISE SHOWN.
 3. FOUND NO MARK UNLESS OTHERWISE SHOWN.
 4. THIS PLAN IS PREPARED FOR MORTGAGE PURPOSES.
 5. THIS INFORMATION IS BASED ON THE STAGNA FILED 11-1-11, 1992, C-OF-1 702 061 640.
 6. LEGAL SURVEY FROM POSTS FOUND SHOWN THIS

I, D. RAE SUTHERLAND, ALBERTA LAND SURVEYOR, DO HEREBY CERTIFY THAT:
 1. THE SURVEY REPRESENTED BY THIS PLAN IS TRUE AND CORRECT AND WAS MADE UNDER MY PERSONAL SUPERVISION.
 2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE MANUAL OF GOOD PRACTICE.
 3. THE SURVEY WAS COMPLETED ON THE 25 DAY OF Oct, 1992.
 4. THE IMPROVEMENTS AS SHOWN ON THIS PLAN ARE NOT ENTIRELY WITHIN THE BOUNDARIES THEREOF, AND THERE ARE NO VISIBLE ENCROACHMENTS ONTO THE SUBJECT PROPERTY FROM BUILDINGS OR IMPROVEMENTS SITUATED ON ADJACENT PROPERTY.

MAILED THIS 16 DAY OF Mar, 1993.
D. Rae Sutherland
 ALBERTA LAND SURVEYOR

P40

08201198 PHOTOGRAPH 1000 01 13
RMA - PHOTOGRAPH ASSIGNMENT
RCC 2 OF 2 FEB 1 1997 00 ADPZTPRHHOU
TIMES: 001501000 000100000

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

112234992

ORDER NUMBER: 57159522

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Encroachment Agreement made this 18 day of ^{May} ~~January~~, 2011.

BETWEEN:

OSCAR LEIDKE
and
CHRISTINA CORRIENE LIEDKE
both of 7606 - 87 Street
Edmonton, Alberta,

(hereinafter referred to as
"the Owners")

OF THE FIRST PART

and

DALES PROPERTIES LTD.
of 201, 10363 - 135 Street
Surrey, British Columbia, V3T 4C3
as to an undivided 75% interest
and

NORTHWARD HOLDINGS LTD.
of 1602, 11826 - 100 Avenue
Edmonton, Alberta, T5K 0K3
as to an undivided 25% interest

(hereinafter referred to as
"Dales Properties Ltd. & Northward Holdings Ltd.")

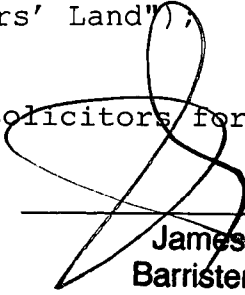
OF THE SECOND PART

WHEREAS the Owners are the registered owners of land
within Strathcona County which is legally described as:

§ PLAN LOT 14
BLOCK 1
§ ~~LOT~~ PLAN 63MC
EXCEPTING THEREOUT ALL MINES AND MINERALS

and municipally known as 47 Collingwood Cove, 51551 Rge Rd 212A,
Strathcona County, Alberta ("the Owners' Land"),

Amended with the authorization of the solicitors for all parties


James S. Weary
Barrister & Solicitor





AND WHEREAS Dales Properties Ltd. & Northward Holdings Ltd. are the owners of land within Strathcona County which is legally described as:

ALL THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION THIRTY FOUR (34)
TOWNSHIP FIFTY ONE (51)
RANGE TWENTY ONE (21)
WEST OF THE FOURTH MERIDIAN, NOT COVERED BY ANY OF THE WATERS OF COOKING LAKE AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON THE 5TH DAY OF MAY A.D. 1899.
EXCEPTING THEREOUT: (A) 4.12 HECTARES (10.17) ACRES, MORE OR LESS,
SUBDIVIDED UNDER PLAN 62MC.
(B) 7.80 HECTARES (19.26) ACRES, MORE OR LESS, SUBDIVIDED UNDER PLAN 992NY
EXCEPTING THEREOUT ALL MINES AND MINERALS

located in the County of Strathcona ("Dales Properties Ltd. & Northward Holdings Ltd.'s Land");

AND WHEREAS the Owners have constructed upon the Owners land a single detached dwelling, enclosed deck, greenhouse and moveable shed (hereinafter referred to as the "Owners' building and improvements") which encroach upon the land owned by Dale Properties Ltd. & Northward Holdings Ltd. as is shown on the Surveyor's Real Property Report which is annexed hereto and forms Schedule "A" to this Agreement (hereinafter referred to as "the Encroachment");

AND WHEREAS the Dales Properties Ltd. & Northward Holdings Ltd. have agreed to allow the Encroachment to remain on the Dales Properties Ltd. & Northward Holdings Ltd.'s land, subject to the terms herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that:

1. Dales Properties Ltd. & Northward Holdings Ltd. permit the Owners' building and improvements to encroach onto that portion of the Dales Properties Ltd. & Northward Holdings Ltd.'s land as is highlighted on the Surveyor's Real Property Report which is annexed hereto and forms Schedule "A" to this Agreement.
2. The encroachment permission granted in Clause I herein is expressly subject to the terms, covenants and conditions hereinafter set forth.

D. L.

PMO

3. The Owners' covenant with Dales Properties Ltd. & Northward Holdings Ltd. that they will upon execution of this Agreement, pay to Dales Properties Ltd. & Northward Holdings Ltd. the sum of One (\$1.00) Dollar in consideration of this encroachment privilege which is hereby granted and to pay all legal costs of Dales Properties Ltd. & Northward Holdings Ltd. in the preparation, review and execution of this Agreement.
4. If the Owners' building and improvements are removed from the Owners' land or destroyed, the encroachment privilege is automatically revoked, and this Encroachment Agreement is terminated without notice to the Owners' or the Owners' successors in title. Further, the Owners agree that if Dales Properties Ltd. & Northward Holdings Ltd. Should ever require the property currently being encroached, the Owners shall, within One Hundred Eighty (180) days of receiving written notice from Dales Properties Ltd. & Northward Holdings Ltd., remove all of the Owners' buildings and improvements located at the Encroachment.
5. The parties agree that this Encroachment shall grant to the Owners a licence to encroach upon the lands as described herein and the Owners shall not acquire any easement or other ownership rights over the Encroachment except as provided for herein.
6. The Owners shall at all times indemnify and save harmless Dales Properties Ltd. & Northward Holdings Ltd. from all actions, claims and demands that may be brought or made against Dales Properties Ltd. & Northward Holdings Ltd. by reason of anything done by the Owners, their agents or contractors upon or related to the Encroachment or in any way arising from or related to the Encroachment granted herein.
7. The Owners agree that they shall not make any changes, additions or modifications to the Owners' building and improvements located upon the Encroachment, save and except changes, additions and modifications which reduce or diminish the Owners' building and improvements located upon the Encroachment.
8. This Agreement may be registered against all titles to all lands described herein.
9. This Encroachment Agreement is to be considered as the same force and effect as a covenant running with the land and

O.L

W.P.

these presents, including all covenants and conditions herein contained, shall enure to and be binding upon the parties and their heirs, administrations, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Encroachment Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

[Signature])
WITNESS as to the signature)
of Oscar Liedke)

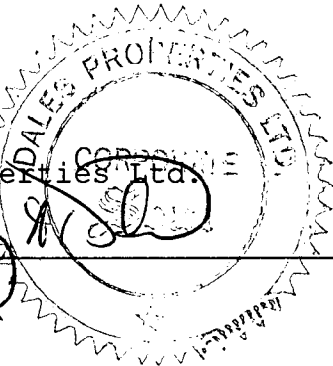
[Signature]
Oscar Liedke

SIGNED, SEALED AND DELIVERED)
in the presence of:)

[Signature])
WITNESS as to the signature)
of Christina Corriene Liedke)

[Signature]
Christina Corriene Liedke

Dales Properties Ltd.
Per: [Signature]



Northward Holdings Ltd.
Per: [Signature]

[Handwritten initials]

AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT)

I, Nathalie Boudreau
of South Lake Martin

in the Province of Ontario,

MAKE OATH AND SAY THAT:

1. I was personally present and did see Christina Corriene Liedke named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. The same was executed at South Lake Martin, Ontario, and that I am the subscribing witness thereto.

3. I know the said person and he is of the full age of eighteen years.

SWORN BEFORE ME at South Lake Martin,)
in the Province of Ontario, this 18 day of)
May, 2011.)

A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF ONTARIO

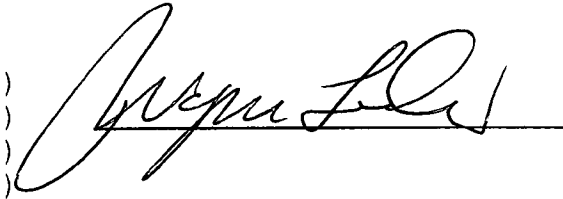
Nathalie Boudreau

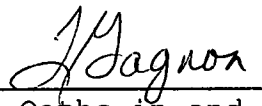
AFFIDAVIT OF EXECUTION FOR WITNESS

CANADA) I, **WAYNE LeDREW** of the
 PROVINCE OF ALBERTA) ^{HAMLET} City of **Sherwood Park**, in the
 TO WIT:) Province of Alberta,
) MAKE OATH AND SAY:

1. I was personally present and did see Oscar Liedke named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at Sherwood Park, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said person and he is in my belief of the full age of eighteen years.

SWORN BEFORE ME at **Sherwood Park**
 in the Province of Alberta,
 this 1st day of ~~October~~, June 24
 A.D. 2010.

) 



A Commissioner for Oaths in and for the Province of Alberta.

TRUDY GAGNON
 COMMISSIONER FOR OATHS
 MY COMMISSION EXPIRES
 JULY 6, 2011

Alberta Land Surveyor's Real Property Report



**GILLMORE
SURVEYS**
Land Surveyors Ltd.

GILLMORE SURVEYS (ARCTIC) LTD

7322 - 101 AVENUE EDMONTON ALBERTA
T8A 0J2

PHONE (780)465-0096 FAX (780)465-7072
TOLL FREE # 1-866-788-2888

D. B. GILLMORE D. C. GILLMORE
A.L.S., C.L.S. A.L.S., P.ENG.
duncansr@telusplanet.net duncanjr@telusplanet.net

PAGE 1 OF 2

CLIENT'S INFORMATION

NANCY FURLONG
#5, 52343 RANGE ROAD 211
SHERWOOD PARK, ALBERTA
T8G 1A8

FILE #

LEGAL DESCRIPTION:

**LOT 14
BLOCK 1
PLAN 63 MC**

**STRATHCONA COUNTY
ALBERTA**

CIVIC/MUNICIPAL ADDRESS: #47, 51551 RGE. RD. 212A
SHERWOOD PARK, ALBERTA

DATE OF SURVEY: JUNE 9, 2009

DATE OF TITLE SEARCH: DECEMBER 15, 2008

CERTIFICATION

I HEREBY CERTIFY THAT THIS REPORT, WHICH INCLUDES THE ATTACHED PLAN AND RELATED SURVEY WAS PREPARED AND PERFORMED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE OF THE ALBERTA LAND SURVEYORS' ASSOCIATION AND SUPPLEMENTS THERETO, ACCORDINGLY WITHIN THOSE STANDARDS AND AS OF THE DATE OF THIS REPORT. I AM OF THE OPINION THAT:

1. THE PLAN ILLUSTRATES THE BOUNDARIES OF THE PROPERTY, THE IMPROVEMENTS AS DEFINED IN PART D, SECTION 7.6 OF THE ALBERTA LAND SURVEYORS ASSOCIATION'S MANUAL OF STANDARD PRACTICE, REGISTERED EASEMENTS, AND RIGHTS-OF-WAY AFFECTING THE EXTENT OF TITLE TO THE PROPERTY.
2. THE IMPROVEMENTS ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PROPERTY:
 - (a) THE MOVEABLE SHED ENCROACHES 6.59m ONTO REMAINDER OF SE 1/4 SEC.34-51-21-4 AS NOTED AND SHOWN (1) IN THE DETAIL OF THE SKETCH.
 - (b) THE SW CORNER OF THE HOUSE ENCROACHES 1.37m ONTO REMAINDER OF SE 1/4 SEC.34-51-21-4 AS NOTED AND SHOWN (2) IN THE DETAIL OF THE SKETCH. THE GREENHOUSE ENCR. AN ADDITIONAL 1.03m
 - (c) THE SE CORNER OF THE SW SIDE OF THE HOUSE ENCROACHES 1.59m ONTO REMAINDER OF SE 1/4 SEC.34-51-21-4 AS NOTED AND SHOWN (3) IN THE DETAIL OF THE SKETCH. THE GREENHOUSE ENCR. AN ADDITIONAL 1.03m
 - (d) THE W. CORNER OF THE ENCLOSED DECK ENCROACHES 1.04m ONTO REMAINDER OF SE 1/4 SEC.34-51-21-4 AS NOTED AND SHOWN (4) IN THE DETAIL OF THE SKETCH. THE BAYES ENCR. AN ADDITIONAL 0.59m
 - (e) THE E. CORNER OF THE ENCLOSED DECK ENCROACHES 1.27m ONTO REMAINDER OF SE 1/4 SEC.34-51-21-4 AS NOTED AND SHOWN (5) IN THE DETAIL OF THE SKETCH. THE BAYES ENCR. AN ADDITIONAL 0.39m
3. NO VISIBLE ENCROACHMENTS EXIST ON THE PROPERTY FROM ANY IMPROVEMENTS SITUATED ON AN ADJOINING PROPERTY;
4. NO VISIBLE ENCROACHMENTS EXIST ON REGISTERED EASEMENTS, RIGHTS-OF-WAY OR OTHER REGISTERED INSTRUMENTS AFFECTING THE EXTENT OF PROPERTY;

THIS REPORT AND RELATED PLAN HAVE BEEN PREPARED FOR THE BENEFIT OF THE PROPERTY OWNER, SUBSEQUENT OWNERS AND ANY OF THEIR AGENTS FOR THE PURPOSE OF (A LAND CONVEYANCE, SUPPORT OF A SUBDIVISION APPLICATION, A MORTGAGE APPLICATION, A SUBMITTAL TO THE MUNICIPALITY FOR A COMPLIANCE CERTIFICATE, ETC.). COPYING IS PERMITTED ONLY FOR THE BENEFIT OF THESE PARTIES, AND ONLY IF THE PLAN REMAINS ATTACHED. WHERE APPLICABLE, REGISTERED EASEMENTS, UTILITY RIGHT-OF-WAY, AND OTHER LEGAL INTERESTS AFFECTING THE EXTENT OF THE PROPERTY HAVE BEEN SHOWN ON THE ATTACHED PLAN, UNLESS SHOWN OTHERWISE. PROPERTY CORNER MARKERS HAVE NOT BEEN PLACED DURING THE SURVEY FOR THIS REPORT. THE INFORMATION SHOWN ON THIS REAL PROPERTY REPORT REFLECTS THE STATUS OF THIS PROPERTY AS OF THE DATE OF SURVEY ONLY. USERS ARE ENCOURAGED TO HAVE THE REAL PROPERTY REPORT UPDATED FOR FUTURE REQUIREMENTS.

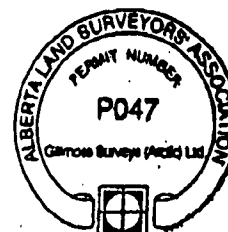
DATE/REVISION/APPROVED

WS 09-13642 @SAL 1097-34

DATED AT EDMONTON, ALBERTA THIS
10 DAY OF JUNE, 2009

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THIS PLAN IS PROTECTED BY COPYRIGHT AND NO PERSON MAY COPY, REPRODUCE, DISTRIBUTE OR ALTER THIS PLAN IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF THE AUTHORIZED ALBERTA LAND SURVEYOR SIGNING THIS DOCUMENT.

D.B. Gillmore
DUNCAN B. GILLMORE A.L.S.

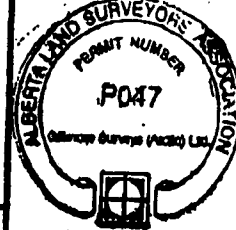


Alberta Land Surveyor's Real Property Report

PAGE 2 OF 2



GILLMORE SURVEYS (ARCTIC) LTD
 7322 - 101 AVENUE. EDMONTON • ALBERTA
 PHONE (780)465-0098 T6A 0J2 FAX (780)468-7072
 TOLL FREE # 866 - 786 - 2686
 D. B. GILLMORE, A.L.S., C.L.S.
 duncanbr@telusplanet.net
 D. C. GILLMORE, A.L.S., P.ENG.
 dunconjr@telusplanet.net

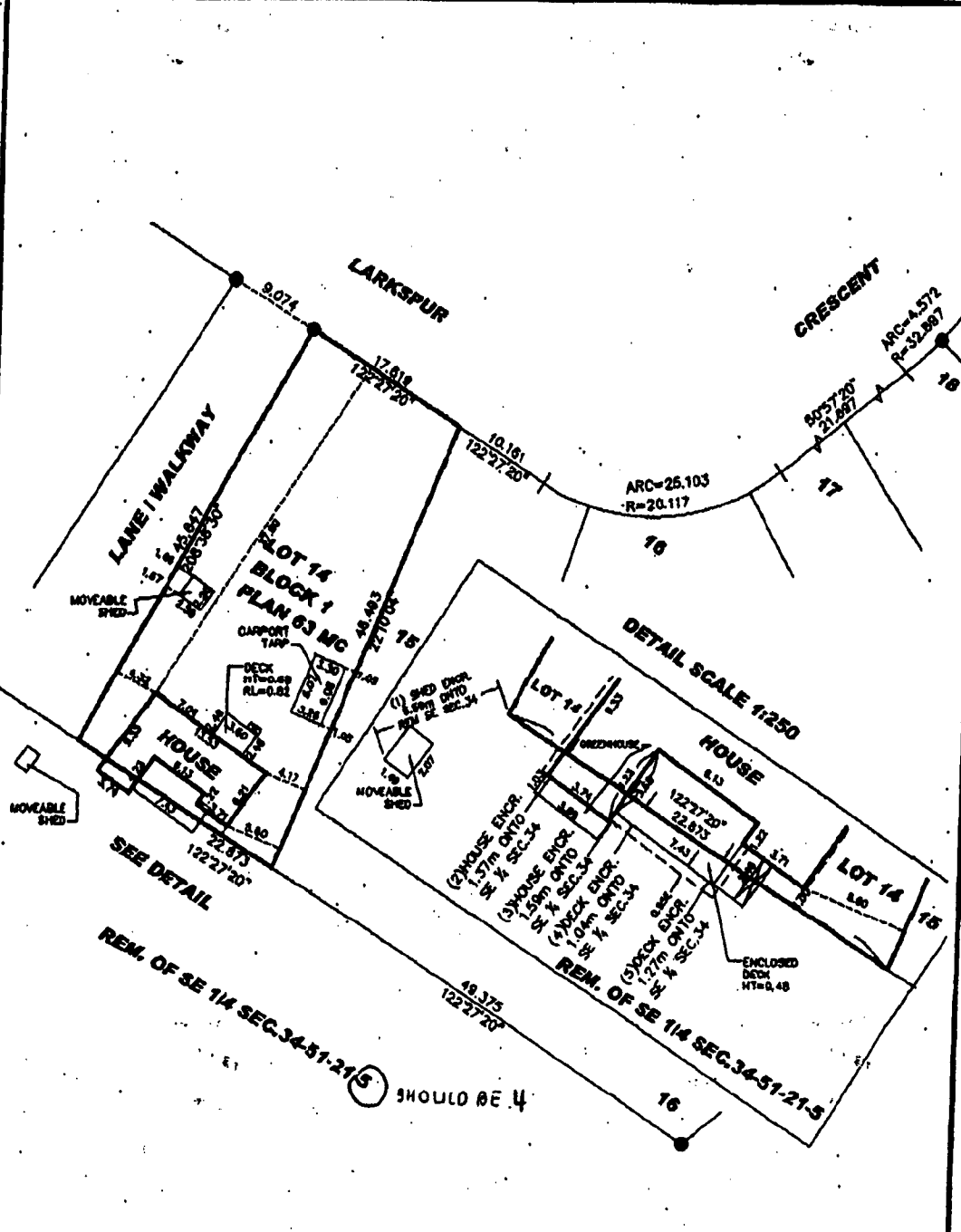


SCALE 1 : 500

CLIENT: NANCY FURLONG

FILE #

LEGEND	BAY WINDOW . . . S/W	GARAGE . . . GAR	SECTION . . . SEC.	IRON POSTS . . .	CONCRETE . . .
BUILDING . . . BLDG	DRIVEWAY . . . D/W	CONCRETE . . . CONC.	TOWNSHIP . . . TWP.	IRON BARS . . .	STEPS . . .
DOCUMENT . . . DOC	FOUNDATION . . . FDN.	FENCE . . . F	RANGE . . . RGE.	0.30 SPIKE . . .	
RETAINING . . . RET.	ASPHALT . . . ASPH.	FIREPLACE . . . F.P.	ASSUMED . . . ASS'D	OVERHAND . . . O/H	



WB 09-13642 SEAL 1097-34 G. of T. No. 862 078 127

- NOTES :
1. ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.
 2. UNLESS OTHERWISE SPECIFIED, THE DIMENSIONS SHOWN RELATE TO DISTANCES FROM PROPERTY BOUNDARIES TO OUTSIDE WALLS ON THE DATE OF SURVEY.
 3. THIS PLAN IS PAGE 2 OF A REAL PROPERTY REPORT AND IS INEFFECTIVE IF DETACHED FROM PAGE 1.
 4. COPY OF TITLE SHOWN ON REVERSE SIDE OF THIS DOCUMENT.
 5. ALL FENCES ARE WITHIN 0.30 m OF THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 6. CURVE DIMENSIONS ARE TO THE OUTSIDE FACE OF THE PAVEMENT.
 7. ALL YARD DIMENSIONS SHOWN ARE PERPENDICULAR OR RADIAL FROM PROPERTY LINES UNLESS OTHERWISE INDICATED.
 8. FOUND NO LINES EXCEPT FOR THOSE SHOWN ON THIS PLAN.
 9. UNDERGROUND UTILITIES NOT LOCATED.

Sharek & Co.

Barristers & Solicitors

701 Scotia Place
10060 Jasper Avenue
Edmonton, Alberta T5J 3R8

phone 780 413 3100
fax 780 413 3152
www.sharekco.com

Your File: 17612/JSW

Our File: 3523

July 25th,, 2011

Sent by fax (780) 459-0420

Weary & Ziv,
Barristers and Solicitors,
#108, 50 St. Thomas Street,
St. Albert, Alberta
T8N 6Z8


Attention Mr. James S. Weary

Dear Sir: Re: Encroachment Agreement

In reply to your letter of July 20th, we hereby authorize you to amend the Encroachment Agreement to reflect the correct legal description.

Yours truly,

Sharek Logan & van Leenen LLP

Per: 

Alex N. MacIver
direct 780 917 6927

Assistant Joyce Payne
direct 780 917 6937
e-mail jpayne@sharekco.com

ANM:jp
Encl.

MAJESKI & COMPANY
Barristers and Solicitors

Joan E.A Majeski Q.C. *
David Rode Q.C. *
R. Peter Newton Q.C. *
Merlin A. Mittelstadt *
*Member professional corporation

YOUR FILE: 17612/JSW
OUR FILE: 44,193/MAM

Merlin's Email: mmittelstadt@businessandestatelaw.ca
Assistant, Cari: cbirch@businessandestatelaw.ca

July 21, 2011

VIA FACSIMILE: 780-459-0420

Weary & Ziv
Barristers & Solicitors
#108 50 St. Thomas Street
St. Albert, AB T8N 6Z8

Attention: James S. Weary

Dear Sir:

Re: **Encroachment Agreement – Dales Properties Ltd.**
Your File No.: 17612/JSW

Further to your letter of today's date, we authorize the correction of the legal description in the Encroachment Agreement between Oscar Liedke, Dales Properties Ltd. and Northward Holdings Ltd.

Yours truly,

MAJESKI & COMPANY

Per: 
Merlin A. Mittelstadt
MAM/clb

cc: Rod Dales

DATED: JANUARY, A.D. 2011

BETWEEN:

OSCAR LIEDKE
and
CHRISTINA CORRIENE LIEDKE
both of
7606 - 87 Street
Edmonton, Alberta
(hereinafter referred to as
"the Owners")

OF THE FIRST PART

- and -

DALES PROPERTIES LTD.
of 201, 10363 - 135 Street
Surrey, British Columbia, V3T 4C3
as to an undivided 75% interest
and

NORTHWARD HOLDINGS LTD.
of 1602, 11826 - 100 Avenue
Edmonton, Alberta, T5K 0K3
as to an undivided 25% interest
(Hereinafter referred to as
"Dales Properties Ltd.
& Northward Holdings Ltd.")

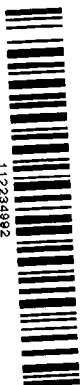
OF THE SECOND PART

ENCROACHMENT AGREEMENT

WEARY & ZIV
BARRISTERS & SOLICITORS
#108, 50 ST. THOMAS STREET
ST. ALBERT, ALBERTA
T8N 6Z8

Acting Solicitor:
JAMES S. WEARY
(780) 459-1284

OUR FILE: 17612/JSW/bhr



112234992

112234992 REGISTERED 2011 08 02
ENCA - ENCROACHMENT AGREEMENT
DOC 1 OF 1 DRR#: E040F1B ADR/CRJONES
LINC/S: 0015851595 +



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0023 385 074 4;21;51;35;NW 012 055 465

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 21 TOWNSHIP 51
SECTION 35
ALL THAT PORTION OF THE NORTH WEST QUARTER
NOT COVERED BY ANY OF THE WATERS OF COOKING LAKE
AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP
DATED ON THE 5TH DAY OF MAY A.D. 1899
CONTAINING 27.9 HECTARES (69 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: STRATHCONA COUNTY

REFERENCE NUMBER: 55C282

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

012 055 465 23/02/2001 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

DALES PROPERTIES LTD.
OF 15072-BEACHVIEW AVENUE
WHITE ROCK
BRITISH COLUMBIA V4B 1P4
AS TO AN UNDIVIDED 75% INTEREST

NORTHWARD HOLDINGS LTD.
OF 1602, 11826-100 AVE
EDMONTON
ALBERTA T5K 0K3
AS TO AN UNDIVIDED 25% INTEREST

(DATA UPDATED BY: CHANGE OF ADDRESS 222086032)

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

NO REGISTRATIONS

TOTAL INSTRUMENTS: 000

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 14 DAY OF MAY,
2026 AT 12:11 P.M.

ORDER NUMBER: 57159149

CUSTOMER FILE NUMBER: CLHBID



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0023 385 082 4;21;51;35;SW 012 055 465 +1

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 21 TOWNSHIP 51
SECTION 35
ALL THAT PORTION OF THE SOUTH WEST QUARTER
NOT COVERED BY ANY OF THE WATERS OF COOKING LAKE
AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP
DATED ON THE 5TH DAY OF MAY A.D. 1899
CONTAINING 36.8 HECTARES (91 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
9.81 ACRES MORE OR LESS, SUBDIVIDED UNDER PLAN 4830MC
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: STRATHCONA COUNTY

REFERENCE NUMBER: 56C282

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

012 055 465	23/02/2001	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

DALES PROPERTIES LTD.
OF 15072-BEACHVIEW AVENUE
WHITE ROCK
BRITISH COLUMBIA V4B 1P4
AS TO AN UNDIVIDED 75% INTEREST

NORTHWARD HOLDINGS LTD.
OF 1602, 11826-100 AVE
EDMONTON
ALBERTA T5K 0K3
AS TO AN UNDIVIDED 25% INTEREST

(DATA UPDATED BY: CHANGE OF ADDRESS 222086038)

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

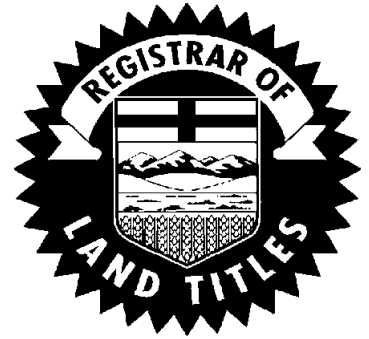
NO REGISTRATIONS

TOTAL INSTRUMENTS: 000

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).