

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

001106510

ORDER NUMBER: 38392529

ADVISORY

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Note to Reader:

Please note that this Document 001106510 has this page added (for the SBHHA website) with further notes.

1. Schedules A and B are appended to the end of the document. They were not included in error.
2. Note that unreadable Appendices A and B are no longer in effect.
3. Only Appendix C is still in effect.

RESTRICTIVE COVENANT

**TO: THE REGISTRAR
OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT
LAND TITLES OFFICE
CALGARY, ALBERTA**

WHEREAS:

A. Delcon is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situate in the City of Calgary;

B. Delcon intends to impose a scheme of mutually enforceable restrictions with respect to the use and improvements of the Lands and buildings thereon in order to preserve the integrity of the Development, which restrictions are not meant to detract or derogate from the Land Use Bylaw of the City of Calgary currently in force, but are in addition to and supplementary to the restrictions, covenants and conditions contained in the said Land Use Bylaw.

NOW THEREFORE, Delcon does hereby declare, establish, impose and annex to the Servient Lands and each and every portion thereof for the benefit of the Dominant Lands, the following stipulations, restrictions and provisions to run with the Lands and be binding upon the registered owners from time to time of the Lots:

1. In this Restrictive Covenant, including the preamble, the following words and expressions shall have the meaning herein set forth:

- a) "Development" means the residential subdivision plan within which the Lots are located;
- b) "Dominant Lands" means the lands described as such in Schedule "A" hereto;
- c) "Dwelling" means any residential dwelling constructed on any of the Lots;
- d) "Lands" means the Dominant Lands and Servient Lands described in Schedule "A" hereto;
- e) "Delcon" means Delcon Springbank Lands Ltd., and its successors and assigns;
- f) "Lots" means the lots described in Schedule "A" hereto;
- g) "Restrictions" means the provisions, restrictions and stipulations contained in Paragraph 2 of this Restrictive Covenant;
- h) "Restrictive Covenant" means this agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto" "above", "below", and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
- i) "Servient Lands" means the lands described as such in Schedule "A" hereto.

2. For each of the Lots comprising the Servient Lands described in Schedule "A" hereto, for the benefit of the Dominant Lands, the following restrictions, stipulations and provisions are to run with the Lands, namely:
 - a) None of the project fencing provided by Delcon for the Development shall be removed or changed from the original design or colour and the owner from time to time of any of the Lots shall preserve the original design and colour of and maintain in good condition that portion of the project fence located on such lot. In the event of removal or replacement, such fence shall be rebuilt at the expense of the owners of such lot to its original design and colour.
 - b) No fence shall be built upon the Servient Lands, with the exception of the project fencing constructed by Delcon, unless:
 - i) the said fence is built according to the design, standards, specifications, and colour of the fence described on the plan attached hereto as Schedule "B", or
 - ii) the Sprinkbank Hill Homeowners Association approves and authorizes an additional or substituted plan specifying the design, standards, specifications and colour of the fence and the said fence is built according to such additional or substituted plan.
 - c) No structure constructed by Delcon on the Lands for purposes of enhancing the appearance of the Development shall be added to, removed or changed except to maintain or repair the said structure in keeping with the original design;
 - d) Without the prior written consent of Delcon, no changes shall be made to the completed exterior of any Dwelling for a period of two years from the date that such Dwelling is occupied for the first time as a residence.
 - e) Roofs of the dwellings shall be finished with pine or cedar shakes, or equivalent.
3. If any of the Restrictions herein or the application thereof to any party or any circumstances shall be held by any Court of competent jurisdiction to be invalid or unenforceable to any extent, then such Restriction shall be severed from the remainder of this Restrictive Covenant, and the remainder of this Restrictive Covenant or application of such Restriction to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each of the remaining Restrictions of this Restrictive Covenant shall be valid and enforceable to the fullest extent permitted by the law.
4. This Restrictive Covenant is in addition to the requirements of the municipal or other government authorities having jurisdiction in respect of the use of the Lands, and nothing contained herein shall be construed as permitting or authorizing anything which is prohibited, controlled or regulated by any statute, bylaw, regulation or like enactment having the force of law and having application to the Lands.

5. Nothing herein shall require or oblige Delcon to enforce this Restrictive Covenant or render Delcon liable for the failure of any of the registered owners from time to time of the Lots to adhere to or comply with the Restrictions contained in this Restrictive Covenant, it being the intention to attach to each of the Lots, and the registered owners from time to time thereof, the obligation for compliance with this Restrictive Covenant.
6. The Restrictions contained in this Restrictive Covenant shall be binding upon and enure to the benefit of the registered owner from time to time of each of the Lots and the restrictions herein shall run with the Lands and each of the Lots and the restrictions herein shall run with the Lands and each of the Lots comprising the Lands.

IN WITNESS WHEREOF Delcon has executed this replacement Restrictive Covenant, this ____ day of November, 1999.

DELCON SPRINGBANK LANDS LTD.

PER: _____

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF DELCON SPRINGBANK LANDS LTD.
AND IN THE MATTER OF the *Land Titles Act*

BETWEEN:

DELCON SPRINGBANK LANDS LTD.

Applicant

- and -

THE OWNERS OF INDIVIDUAL LOTS AFFECTED BY
THAT RESTRICTIVE COVENANT REGISTERED AS
INSTRUMENT NUMBERS 981 043 922 and 991 026 575
AT THE LAND TITLES OFFICE

Respondents

BEFORE THE HONOURABLE
A.M. LYTE, JUSTICE
IN CHAMBERS, LAW COURTS,
EDMONTON, ALBERTA.

)
)
)
)
)
ON FRIDAY THE
17th DAY
OF MARCH, 2000.

ORDER

UPON HAVING heard representations from counsel for the Applicant;
AND UPON having heard read the Affidavit of James Brown, filed; IT IS HEREBY
ORDERED THAT:

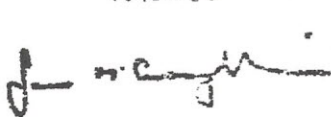

1. The Restrictive Covenant registered at the Land Titles Office as instrument numbers 981 043 922 and 991 026 575 be modified by replacing the current documents registered as instrument numbers 981 043 922 and 991 026 575 attached hereto as Appendix "A" and Appendix "B" respectively, with the amended Restrictive Covenant attached hereto as Appendix "C", provided that the Schedules attached to instrument numbers 981 043 922 and 991 026 575 shall not be replaced and shall remain the same;

2. The Registrar of the Land Titles Office, immediately notwithstanding the requirements of Section 180.1 of the *Land Titles Act*, replace the current restrictive covenant registered as instrument number 981 043 922 and shown in Appendix "A" with the revised restrictive covenant shown in Appendix "C", so that in the future, instrument number 981 043 922 will be the restrictive covenant in Appendix "C", provided that the Schedules currently registered with instrument number 981 043 922 shall not be replaced and shall remain the same; and
3. The Registrar of the Land Titles Office, immediately notwithstanding the requirements of Section 180.1 of the *Land Titles Act*, replace the current restrictive covenant registered as instrument number 991 026 575 and shown in Appendix "B" with the revised restrictive covenant shown in Appendix "C", so that in the future, instrument number 991 026 575 will be the restrictive covenant in Appendix "C", provided that the Schedules currently registered with instrument number 991 026 575 shall not be replaced and shall remain the same.

"A.M. LUTZ"

JUSTICE IN CHAMBERS

ENTERED THIS 17 DAY OF
March, 2000.

CLERK OF THE COURT (M)

APPENDIX "A" INSTRUMENT NO. 981 043 922

THE REGISTRAR
OF THE SOUTH AFRICAN AND REGISTRATION INSTRUMENT
LAND TITLES OFFICE
CANADIAN ALBERTA

WHEREAS Delcon is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situated in the City of Calgary;

AND WHEREAS Delcon is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situated in the City of Calgary;

AND WHEREAS Delcon intends to impose a scheme of mutually enforceable restrictions with respect to the use and improvements of the Lands and buildings thereon in order to preserve the integrity of the Development, such restrictions are not meant to detract or derogate from the Land Use Bylaw of the City of Calgary currently in force, but are in addition to and supplementary to the restrictions, covenants and conditions contained in the said Land Use Bylaw;

NOW THEREFORE, Delcon does hereby declare, enact, impose and annex to the Servient Lands and each and every portion thereof for the benefit of the Dominant Lands, the following stipulations, restrictions and provisions to run with the Lands and the building upon the registered area from time to time of the Lands:

1. In this Restrictive Covenant, including the preamble, the following words and expressions shall have the meaning herein ascribed:

- (a) "Development" means the residential subdivision plan within which the Lands are located;
- (b) "Dominant Lands" means the lands described as such in Schedule "A" hereto;
- (c) "Dwelling" means any residential dwelling constructed on any of the Lands;
- (d) "Lands" means the Dominant Lands and Servient Lands described in Schedule "A" hereto;
- (e) "Delcon" means Delcon Springbrook Lands Ltd., and its successors and assigns;
- (f) "Lot" means the lot described in Schedule "A" hereto;
- (g) "Restrictions" means the provisions, restrictions and stipulations contained in Paragraph 2 of this Restrictive Covenant;
- (h) "Restrictive Covenant" means this agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto", "above", "below", and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
- (i) "Servient Lands" means the lands described as such in Schedule "A" hereto;

2. For each of the Lots comprising the Servient Lands described in Schedule "A" hereto, for the benefit of the Dominant Lands, the following restrictions, stipulations and provisions are to run with the Lands, namely:

- (a) None of the custom project fencing provided by Delcon for the Development shall be removed or changed from the original design or color and the owner from time to time of any of the Lots shall preserve the original design and color of and maintain in good condition that portion of the project fence located on such lot. In the event of removal or replacement, such fence shall be rebuilt at the expense of the owners of such lot in its original design and color;
- (b) No fence shall be built upon the Servient Lands unless the said fence is built according to the design, standards, specifications, and colour of the fence described on the plan attached hereto as Schedule "B";
- (c) No structure constructed by Delcon on the Lands for purposes of enhancing the appearance of the Development shall be added to, removed or changed except as necessary to repair the said structure in keeping with the original design;

- (b) Without the prior written consent of DeLeon, no changes shall be made to the completed exterior of any Dwelling for a period of two years from the date that such Dwelling is occupied for the first time as a residence.
- (c) Roofs of the dwellings shall be finished with paint or cedar shakes, or equivalent.
3. If any of the Restrictions herein or the application thereof to any party or any circumstances shall be held by any Court of competent jurisdiction to be invalid or unenforceable to any extent, then such Restrictions shall be severed from the remainder of this Restrictive Covenant, and the remainder of this Restrictive Covenant or application of such Restrictions to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each of the remaining Restrictions of this Restrictive Covenant shall be valid and enforceable to the fullest extent permitted by the law.
4. This Restrictive Covenant is in addition to the requirements of the municipal or other government authorities having jurisdiction as to the use of the Land, and nothing contained herein shall be construed as permitting or authorizing anything which is prohibited, controlled or regulated by any statute, bylaw, regulation or like enactment having the force of law and having application to the Land.
5. Nothing herein shall require or oblige DeLeon to enforce this Restrictive Covenant or render DeLeon liable for the failure of any of the registered owners from time to time of the Lots to adhere to or comply with the Restrictions contained in this Restrictive Covenant, it being the intention as to each of the Lots, and the registered owners from time to time thereof, the obligation for compliance with this Restrictive Covenant.
6. The Restrictions contained in this Restrictive Covenant shall be binding upon and enforceable to the benefit of the registered owners from time to time of each of the Lots and the restrictions herein shall run with the Land and each of the Lots comprising the Land.

IN WITNESS WHEREOF DeLeon has executed this Restrictive Covenant, this 27
day of September, 1972



APPENDIX "B" INSTRUMENT NO. 991 026 575

RESTRICTIVE COVENANT

THE REGISTRAR
OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT
LAND TITLES OFFICE
CALGARY, ALBERTA

WHEREAS

1. Debra is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situated in the City of Calgary;

2. Debra intends to acquire a scheme of mutually enforceable restrictions with respect to the use and improvement of the Lands and buildings thereon in order to preserve the integrity of the Development, which restrictions are not found in the Land Use Bylaw of the City of Calgary currently in force, but are in addition to and supplementary to the restrictions, covenants and conditions contained in the said Land Use Bylaw.

NOW THEREFORE, Debra does hereby create, establish, reserve and agree in the Servient Lands and each and every portion thereof for the benefit of the Dominant Lands, the following restrictions, covenants and provisions to run with the Lands and to bind upon the registered owners from time to time of the Lands:

1. In this Restrictive Covenant, including the preamble, the following words and expressions shall have the meaning herein set forth:

- (a) "Development" means the residential subdivision plan within which the Lands are located;
- (b) "Dominant Lands" means the lands described in Schedule "A" hereto;
- (c) "Dwelling" means any residential, dwelling constructed on any of the Lands;
- (d) "Lands" means the Dominant Lands and Servient Lands described in Schedule "A" hereto;
- (e) "Debra" means Debra Springfield Land Ltd. and its successors and assigns;
- (f) "Lot" means the lots described in Schedule "A" hereto;
- (g) "Restrictions" means the provisions, restrictions and stipulations contained in paragraph 2 of this Restrictive Covenant;
- (h) "Restrictive Covenant" means this agreement in the entire story to be recorded from time to time and the expressions "article", "section", "part", "chapter", "division", "subdivision", and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the schedule hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
- (i) "Servient Lands" means the lands described in Schedule "A" hereto.

2. For each of the Lots comprising the Servient Lands described in Schedule "A" hereto, for the benefit of the Dominant Lands, the following restrictions, covenants and provisions are to run with the Lands, namely:

- (a) None of the project zoning provided by Debra for the Development shall be removed or changed from the original design or color and the owner from time to time of any of the Lots shall preserve the original design and color of said structure in good condition that portion of the project which is not so altered. In the event of removal or replacement, such owner shall be bound to the extent of such lot as its original design and color.
- (b) No owner shall be built upon the Servient Lands with the exception of the project zoning authorized by Debra, which shall be a full compliance to the design, structure, specifications, and colors of the lots described in the plan attached hereto as Schedule "B".
- (c) No structure constructed by Debra on the Lands for purposes of enhancing the appearance of the Development shall be added to, removed or changed except as provided or repair the said structure or building with the original design.

(d) Without the prior written consent of Deewan, no changes shall be made to the completed copies of any Drawings for a period of two years from the date that such Drawing is completed for the first time as a residence;

(e) Results of the drawings shall be labeled with name or order sheets, or equivalent.

2. If any of the Restrictions herein or the application thereof to any party or any circumstances shall be held by any Court of competent jurisdiction to be invalid or unenforceable in any event, then such Restrictions shall be severed from the remainder of this Restrictive Covenant, and the remainder of this Restrictive Covenant or application of such Restriction to a party or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each of the remaining Restrictions of this Restrictive Covenant shall be valid and enforceable to the fullest extent permitted by the law.

4. This Restrictive Covenant is in addition to the requirements of the municipal or other government authorities having jurisdiction in respect of the use of the Land, and nothing contained herein shall be construed as permitting or authorizing anything which is prohibited, controlled or regulated by any statute, by-law, regulation or the enactment having the force of law and having application to the Land.

5. Nothing herein shall require or oblige Deewan to enforce this Restrictive Covenant or render Deewan liable for the failure of any of the registered owners from time to time of the Land to adhere to or comply with the Restrictions contained in this Restrictive Covenant, it being the intention to attach to each of the Land, and the registered owners from time to time thereof, the obligation for compliance with this Restrictive Covenant.

6. The Restrictions contained in this Restrictive Covenant shall be binding upon and serve to the benefit of the registered owners from time to time of each of the Land and the Restrictions herein shall run with the Land and each of the Land comprising the Land.

IN WITNESS WHEREOF Deewan has executed this Restrictive Covenant, this 22 day of January, 1936.

DEEWAN DEVELOPMENTS, LIMITED.

Per: 

S

APPENDIX "C"

RESTRICTIVE COVENANT

TO: THE REGISTRAR
OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT
LAND TITLES OFFICE
CALGARY, ALBERTA

WHEREAS:

A. Delcon is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" hereto situate in the City of Calgary;

B. Delcon intends to impose a scheme of mutually enforceable restrictions with respect to the use and improvements of the Lands and buildings thereon in order to preserve the integrity of the Development, which restrictions are not meant to detract or derogate from the Land Use Bylaw of the City of Calgary currently in force, but are in addition to and supplementary to the restrictions, covenants and conditions contained in the said Land Use Bylaw.

NOW THEREFORE, Delcon does hereby declare, establish, impose and annex to the Servient Lands and each and every portion thereof for the benefit of the Dominant Lands, the following stipulations, restrictions and provisions to run with the Lands and be binding upon the registered owners from time to time of the Lots:

1. In this Restrictive Covenant, including the preamble, the following words and expressions shall have the meaning herein set forth:
 - a) "Development" means the residential subdivision plan within which the Lots are located;
 - b) "Dominant Lands" means the lands described as such in Schedule "A" hereto;
 - c) "Dwelling" means any residential dwelling constructed on any of the Lots;
 - d) "Lands" means the Dominant Lands and Servient Lands described in Schedule "A" hereto;
 - e) "Delcon" means Delcon Springbank Lands Ltd., and its successors and assigns;
 - f) "Lots" means the lots described in Schedule "A" hereto;
 - g) "Restrictions" means the provisions, restrictions and stipulations contained in Paragraph 2 of this Restrictive Covenant;
 - h) "Restrictive Covenant" means this agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto" "above", "below", and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the schedules hereto and do

not refer solely to a particular article, section or paragraph unless specifically stated herein;

i) "Servient Lands" means the lands described as such in Schedule "A" hereto.

2. For each of the Lots comprising the Servient Lands described in Schedule "A" hereto, for the benefit of the Dominant Lands, the following restrictions, stipulations and provisions are to run with the Lands, namely:

a) None of the project fencing provided by Delcon for the Development shall be removed or changed from the original design or colour and the owner from time to time of any of the Lots shall preserve the original design and colour of and maintain in good condition that portion of the project fence located on such lot. In the event of removal or replacement, such fence shall be rebuilt at the expense of the owners of such lot to its original design and colour.

b) No fence shall be built upon the Servient Lands, with the exception of the project fencing constructed by Delcon, unless:

i) the said fence is built according to the design, standards, specifications, and colour of the fence described on the plan attached hereto as Schedule "B", or

ii) the Sprinkbank Hill Homeowners Association approves and authorizes an additional or substituted plan specifying the design, standards, specifications and colour of the fence and the said fence is built according to such additional or substituted plan.

c) No structure constructed by Delcon on the Lands for purposes of enhancing the appearance of the Development shall be added to, removed or changed except to maintain or repair the said structure in keeping with the original design;

d) Without the prior written consent of Delcon, no changes shall be made to the completed exterior of any Dwelling for a period of two years from the date that such Dwelling is occupied for the first time as a residence.

e) Roofs of the dwellings shall be finished with pine or cedar shakes, or equivalent.

3. If any of the Restrictions herein or the application thereof to any party or any circumstances shall be held by any Court of competent jurisdiction to be invalid or unenforceable to any extent, then such Restriction shall be severed from the remainder of this Restrictive Covenant, and the remainder of this Restrictive Covenant or application of such Restriction to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each of the remaining Restrictions of this Restrictive Covenant shall be valid and enforceable to the fullest extent permitted by the law.

4. This Restrictive Covenant is in addition to the requirements of the municipal or other government authorities having jurisdiction in respect of the use of the Lands, and nothing contained herein shall be construed as permitting or authorizing anything which

is prohibited, controlled or regulated by any statute, bylaw, regulation or like enactment having the force of law and having application to the Lands.

5. Nothing herein shall require or oblige Delcon to enforce this Restrictive Covenant or render Delcon liable for the failure of any of the registered owners from time to time of the Lots to adhere to or comply with the Restrictions contained in this Restrictive Covenant, it being the intention to attach to each of the Lots, and the registered owners from time to time thereof, the obligation for compliance with this Restrictive Covenant.
6. The Restrictions contained in this Restrictive Covenant shall be binding upon and enure to the benefit of the registered owner from time to time of each of the Lots and the restrictions herein shall run with the Lands and each of the Lots and the restrictions herein shall run with the Lands and each of the Lots comprising the Lands.

IN WITNESS WHEREOF Delcon has executed this replacement Restrictive Covenant, this ____ day of November, 1999.

DELCON SPRINGBANK LANDS LTD.

PER: _____

Action Number: 9901-17599

IN THE COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE OF CALGARY

IN THE MATTER OF DELCON SPRINGBANK
LANDS LTD. AND IN THE MATTER OF
the Land Titles Act

BETWEEN:

DELCON SPRINGBANK LANDS LTD.
Applicant

and

THE OWNERS OF INDIVIDUAL LOTS
AFFECTED BY THAT RESTRICTIVE
COVENANT REGISTERED AS INSTRUMENT
NUMBERS 981 043 922 and 991 026 575 AT THE
LAND TITLES OFFICE

Respon

ORDER

Witten
Barristers and Solicitors
2500, 10303 Jasper Avenue
Edmonton, Alberta
T5J 3N6
File Number: 76843-8 DBM/CAF
Catherine A. Farnell
Phone: (780) 428-0501
Fax: (780) 429-2559

001106510 REGISTERED 2000 04 25
ORDE - ORDER - ENDORSEMENT
DOC 1 OF 1 DRR#: 8429142 ADR/CALLEWIS
LINC/S: 0027664192 0027331560
0027663624 0027332212 0027664432
0027663996 0027663509 0027825588+

CLERK OF THE COURT
MAR 17 2000
CALGARY ALBERTA

SCHEDULE "A"

SERVIENT LANDS:

✓ PLAN 981-2853
LOTS 119 TO 129 (INCLUSIVE), BLOCK 1

✓ PLAN 981-2853
LOTS 15 TO 61 (INCLUSIVE) AND 63, BLOCK 8

✓ PLAN 981-2853
LOTS 1 TO 14 (INCLUSIVE), BLOCK 9

✓ PLAN 981-2853
LOTS 1 TO 16 (INCLUSIVE), BLOCK 10

✓ PLAN 981-2853
LOTS 8 TO 24 (INCLUSIVE), BLOCK 11

✓ EXCEPTING THEREOUT ALL MINES AND MINERALS

DOMINANT LANDS

PLAN 981-2853
LOTS 119 TO 129 (INCLUSIVE), BLOCK 1 ✓

PLAN 981-2853
LOTS 15 TO 61 (INCLUSIVE) AND 63, BLOCK 8 ✓

PLAN 981-2853
LOTS 1 TO 14 (INCLUSIVE), BLOCK 9 ✓

PLAN 981-2853
LOTS 1 TO 16 (INCLUSIVE), BLOCK 10 ✓

PLAN 981-2853
LOTS 8 TO 24 (INCLUSIVE), BLOCK 11 ✓

EXCEPTING THEREOUT ALL MINES AND MINERALS

