

LAND TITLES ACT
(Sections 48, 68 and 69)

BETWEEN:

WESTERN IRRIGATION DISTRICT
A body corporate, having its head office at Strathmore, Alberta

(hereinafter referred to as the “Grantor”)

AND

WESTERN IRRIGATION DISTRICT
A body corporate, having its head office at Strathmore, Alberta

(hereinafter referred to as the “Grantee”)

RECITALS

- A. Pursuant to the *Irrigation Districts Act*, R.S.A. 2000, c. I-11, as amended or substituted from time to time, the Western Irrigation District (the “District”) is charged with the statutory duty:
- i. to convey and deliver water through the irrigation works of the District in accordance with the Act,
 - ii. to divert and use quantities of water in accordance with the terms and conditions of its license under the *Water Act*, as amended or substituted from time to time,
 - iii. to construct, operate and maintain the irrigation works of the District, and
 - iv. to maintain and promote the economic viability of the District.
- B. The District is the registered owner of an estate in fee simple, subject to registered encumbrances, liens and interests, of those lands situated in the Province of Alberta, commonly known as Chestermere Lake, which is an irrigation work of the District and which adjoins the Subdivision Lands, as hereinafter defined, and is legally described in Schedule “A” attached to this Agreement (hereinafter collectively referred to as “Chestermere Lake”).
- C. Chestermere Lake is an irrigation work pursuant to the *Irrigation Districts Act*.

- D. The District is the registered owner of an estate in fee simple, subject to registered encumbrances, liens and interests, of those lands situated in the Province of Alberta, which adjoin Chestermere Lake and are legally described in Schedule "B" (hereinafter referred to as the "Subdivision Lands").
- E. The District as owner of Chestermere Lake requires certain easements, rights-of-way and restrictive covenants over the Subdivision Lands in order to perform its statutory duties and to have the benefit of Chestermere Lake.
- F. The District as owner of Chestermere Lake herein intends to set forth the rights, powers and privileges of the owner of Chestermere Lake over the Subdivision Lands.
- G. The District as owner of the Subdivision Lands requires certain easements, rights-of-way and restrictive covenants over Chestermere Lake in order to have the benefit of the Subdivision Lands.
- H. The District as owner of the Subdivision Lands herein intends to set forth the rights, powers and privileges of the owner of Subdivision Lands over Chestermere Lake.

THIS AGREEMENT WITNESSETH in the consideration of the mutual covenants contained herein and the sum of \$10.00, the sufficiency of which is hereby acknowledged, the Grantor and Grantee covenant and agree as follows:

Part I – Chestermere Lake

1. In this Part, Chestermere Lake is the dominant tenement and the Subdivision Lands are the servient tenement.
2. For the purpose of this Part, the Western Irrigation District as the owner of the Subdivision Lands is the Grantor and the Western Irrigation District as the owner of Chestermere Lake is the Grantee.
3. The Grantor hereby grants an easement, right of way and restrictive covenant over the Subdivision Lands in favour of the Grantee, and these rights, privileges and restrictions so granted are set out in this Part.
4. The Grantor acknowledges and agrees that the Grantee is bound and obligated to use Chestermere Lake as part of its irrigation works and system, to receive storm water drainage into Chestermere Lake, and to maintain the water level in Chestermere Lake for recreational purposes and aesthetic reasons; and that, in operating Chestermere Lake, changes in the

level of water in Chestermere Lake are unavoidable and consequently, at various times, water from Chestermere Lake may and will encroach on and erode the Subdivision Lands.

5. The Grantor acknowledges that the Subdivision Lands, at least during the irrigation season, are partially submerged under water flowing from Chestermere Lake.

6. The Grantor hereby grants to the Grantee the right, privilege, easement and right-of-way over the Subdivision Lands for the purposes of impounding water on and over the Subdivision Lands to a maximum elevation of 1025.6 metres above sea level and for the operation of the Grantee's irrigation works.

7. The Grantor hereby grants to the Grantee and its licensees the right and privilege to (i) dredge the Subdivision Lands that are submerged during Irrigation Season, (ii) remove weeds from the Subdivision Lands that are submerged during Irrigation Season, and (iii) to enter onto the Subdivision Lands that are submerged during Irrigation Season for the purpose of exercising the rights and privileges granted in accordance with (i) and (ii), and the Grantor shall not impede or prevent the Grantee or its licensees from entering onto, dredging or removing weeds from the Subdivision Lands that are submerged during Irrigation Season.

8. The Grantor shall not place, install, construct or maintain, or allow another to place, install, construct or maintain, any structure or contrivance on the Subdivision Lands that may materially impede or adversely affect the flow of water to, from or on, or that will in any manner materially diminish the water storage capacity of the Subdivision Lands. The Grantee acknowledges that boat docks and boat lifts and related appurtenances now constructed or installed on the Subdivision Lands do not materially impede or adversely affect the flow of water to, from or on, or materially diminish the water storage capacity of the Subdivision Lands.

9. Without limiting the generality of the foregoing, the Grantor shall not construct any fence or wall on the Subdivision Lands unless approved by the Town of Chestermere.

10. The Grantor shall not place, install, construct or maintain any sewage tank or system, or fuel tank or system, or similar apparatus, other than a portable fuel container not exceeding 82 litres, on the Subdivision Lands.

11. The Grantor shall not release or permit the release of any effluent waste material, sewage, refuse, garbage or other deleterious substance or material into or onto Chestermere Lake from the Subdivision Lands.

12. The Grantee shall not be liable in any way and at any time or under any circumstances or conditions for any damage, loss or injury to any person or property caused, directly or indirectly, by erosion, flooding, overland drainage, irrigation, submersion, seepage, storage of water or any other cause related to or connected with the operation or maintenance of Chestermere Lake or the District's irrigation works, as defined by the *Irrigation Districts Act*.

Part II – Subdivision Lands

13. In this Part, the Subdivision Lands are the dominant tenement and Chestermere Lake is the servient tenement.

14. For the purpose of this Part, the Western Irrigation District as the owner of Chestermere Lake is the Grantor and the Western Irrigation District as the owner of the Subdivision Lands is the Grantee.

15. The Grantor hereby grants an easement, right of way and restrictive covenant over Chestermere Lake in favour of the Grantee, and these rights, privileges and restrictions so granted are set out in this Part.

16. The Grantor hereby grants to the Grantee, as the owner of that portion of the Subdivision Lands, which is adjacent to land designated by municipal land use bylaw as Residential Lakeshore District (R-1L) or any subsequent residential designation or Direct Control District (DC) in the case of Condominium Plan No. 9112543, the right of pedestrian access and vehicular access for watercraft, snowmobiles and all-terrain vehicles but excluding cars, trucks, construction equipment and similar vehicles to and egress from Chestermere Lake to and from that portion of the Subdivision Lands and the right to use Chestermere Lake and the water thereon for non-commercial, recreational purposes, provided that such access or use does not interfere, in any material manner, with the Western Irrigation District's use of Chestermere Lake as an irrigation works, particularly, a reservoir.

17. The Grantor hereby grants to the Grantee, as the owner of that portion of the Subdivision Lands, which is adjacent to land designated by municipal land use bylaw as Local Commercial District (C) or any subsequent non-residential designation, or Special Recreational District (SPR), the right of pedestrian access and vehicular access for watercraft, snowmobiles and all-terrain vehicles but excluding cars, trucks, construction equipment and similar vehicles to and egress from Chestermere Lake to and from the that portion of the Subdivision Lands and the right to use Chestermere Lake and the water thereon for commercial, recreational purposes, provided that such access or use does not interfere, in any material manner, with the Western Irrigation District's use of Chestermere Lake as an irrigation works, particularly, a reservoir.

18. The right to use water does not include the right to take or appropriate water from Chestermere Lake for any purpose whatsoever except for the right of the Grantee, or of a successor in title of the Grantee, to use water as permitted in the Use of Works Agreement dated September 1, 2005 between the Grantor and the Town of Chestermere.

19. Further, the rights set out in paragraphs 16 and 17 of this Part are subject to any municipal by-law controlling or limiting access to or use of Chestermere Lake and the water thereon.

20. The Grantee shall indemnify and save harmless the Grantor and its officers, directors, agents and employees from and against all third party claims, suits, causes of action, losses, costs (including legal fees and disbursements on a solicitor-client basis and other professional costs) or damages arising or resulting from any access to or the use of Chestermere Lake and the water on Chestermere Lake and the Subdivision Lands by the Grantee or a visitor, as defined by the *Occupiers' Liability Act*, as amended or substituted from time to time, of the Grantee. Notwithstanding anything contained in this paragraph to the contrary, the Grantee shall not be responsible for any claims, suits, causes of action, costs, losses or damages arising or resulting from the negligence of the Grantor, its officers, directors, agents, employees or those for whom the Grantor is responsible at law.

21. During the Irrigation Season, the Grantor will use reasonable businesslike efforts to manage and maintain the water level in Chestermere Lake between 1025.5 and 1025.6 metres above sea level for the purposes of the recreational and aesthetic enjoyment of the Grantee.

22. The Grantor is not obliged to maintain the water level in Chestermere Lake between 1025.5 and 1025.6 metres above sea level, in the following circumstances:
- a. Where there is drought, which results in Alberta Environment, or any other or similar governmental body with competent jurisdiction, imposing water rationing at the Bow River diversion structure, thereby causing a shortage of water for supply to Chestermere Lake; or any other act of God, or any natural or manmade event beyond the reasonable control of the Grantor, which limits the supply of water to or reduces the volume of water in Chestermere Lake;
 - b. Where the Grantor reasonably requires an early draw-down of water in or a late filling of Chestermere Lake for *bona fide* construction purposes, provided that any early draw-down may not occur before September 15 of any year; and
 - c. Where the Grantor is required by any natural or manmade event beyond the reasonable control of the Grantor or any act of God, to change the water level in Chestermere Lake in order to fulfill any statutory duty or purpose.

23. The Grantor, as owner of Chestermere Lake, covenants in favour of the Grantee, as owner of the Subdivision Lands or any portion of the Subdivision Lands, that the Grantor shall not subdivide Chestermere Lake, unless required to do so by a governmental body other than the Western Irrigation District.

General Terms & Conditions

24. For the purposes of this Agreement, "Irrigation Season" means the period each year between May 1 and September 30.

25. The covenants, agreements, easements, rights-of-way, restrictions and conditions in this Agreement are intended to run with and shall run with the dominant and servient tenements and every sale, transfer, lease or other disposition of title or interest in or to the dominant or servient tenement and every person deriving any title or interest shall be subject to the covenants, agreements, easements, rights-of-way, restrictions and conditions in this Agreement and this Agreement shall be binding on all owners and occupants of the dominant and servient tenements and their successors, assigns, lessees, licensees, heirs, executors and administrators.

26. If any term, condition or provision of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction, the same shall be severable from the remainder of this Agreement and the remainder shall be valid and enforceable.

27. The rights, privileges and obligations under this Agreement shall be extended to and binding upon the Grantor and Grantee, and their successors, assigns, lessees, licensees, heirs, executors and administrators.

28. The rights, privileges and obligations under this Agreement are not merged by reason of the common ownership.

DATED at Strathmore, Alberta, this ____ day of _____ 2009.

The Grantor:

The Grantee:

WESTERN IRRIGATION DISTRICT

WESTERN IRRIGATION DISTRICT

Per: _____
James Webber
General Manager

Per: _____
James Webber
General Manager

Per: _____
Keith Crowder
Manager, Resources & Planning

Per: _____
Keith Crowder
Manager, Resources & Planning

[Seal]

[Seal]

TITLE NUMBER 961 127 483 +43

FIRST

MERIDIAN 4 RANGE 28 TOWNSHIP 24
SECTION 22
THOSE PORTIONS OF THE NORTH EAST QUARTER
WHICH LIE TO THE EAST OF THE WESTERLY LIMIT OF THE CANAL RIGHT OF WAY
ON PLAN IRR 87
CONTAINING 2.43 HECTARES (6 ACRES) MORE OR LESS
EXCEPTING

PLAN	NUMBER	ACRES MORE OR LESS
SUBDIVISION	3883JK	3.75

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 28 TOWNSHIP 24
SECTION 22
THOSE PORTIONS OF THE SOUTH EAST QUARTER
WHICH LIE TO THE EAST OF THE WESTERLY LIMIT OF THE CANAL
RIGHT OF WAY ON PLAN IRR 87
CONTAINING 25.5 HECTARES (63 ACRES) MORE OR LESS
EXCEPTING

PLAN	NUMBER	ACRES MORE OR LESS
ROADWAY	1620EZ	0.26
SUBDIVISION	3883JK	12.92
SUBDIVISION	9611152	1.38

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

TITLE NUMBER 051 253 503 +1

PLAN IRR62
CANAL RIGHT OF WAY
CONTAINING:

QUARTER	SECTION	ACRES MORE OR LESS
SW ¼	1	7.35
SE ¼	2	26.00
SW ¼	2	15.15
NE ¼	2	20.00
NW ¼	2	42.50

EXCEPTING THEREOUT:

A)	PLAN	NUMBER	ACRES MORE OR LESS
	ROADWAY	6214Q	1.61 (SW ¼ 1)
	ROADWAY	6643Q	0.337 (NW ¼ 2)

	SUBDIVISION	3883JK	6.17	(NW ¼ 2)
	SUBDIVISION	9410294	0.007	(NW ¼ 2)
B)	THAT PORTION OF THE METER STATION SITE ON PLAN 7710444, WHICH LIES TO THE EAST OF THE WESTERLY 17.0 FEET OF THE SAID METER STATION SITE			
C)	PLAN	NUMBER	HECTARES	ACRES (MORE OR LESS)
	SUBDIVISION	9410559	0.049	0.121
	SUBDIVISION	9611423	PTN.	PTN. (NW1/4)
	SUBDIVISION	0111711	0.018	0.04
	SUBDIVISION	0213632	0.206	0.51
	SUBDIVISION	0512534	0.023	0.06

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

TITLE NUMBER 901 310 523 +2

FIRST

MERIDIAN 4 RANGE 28 TOWNSHIP 24
SECTION 15
THAT PORTION OF THE NORTH EAST QUARTER
WHICH LIES EAST OF THE WESTERLY LIMIT
OF CANAL RIGHT OF WAY ON PLAN IRR 86
CONTAINING 16.9 HECTARES (41.8 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES
ROAD	1620 EZ	1.31	3.23
WAYSIDE CAMPSITE	2334 IX	1.55	3.82
SUBDIVISION	3883 JK	4.27	10.55

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 28 TOWNSHIP 24
SECTION 15
THAT PORTION OF THE SOUTH EAST QUARTER
WHICH LIES EAST OF THE WESTERLY LIMIT
OF CANAL RIGHT OF WAY ON PLAN IRR 86
CONTAINING 11.4 HECTARES (28.25 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

A)	PLAN	NUMBER	HECTARES	(ACRES) MORE OR LESS
	SUBDIVISION	3883 JK	7.63	(18.85)
	SUBDIVISION	9012508	0.37	(0.091)

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

TITLE NUMBER 65Z42

THAT PORTION OF ORIGINAL ROAD ALLOWANCE EAST OF

THE NORTH EAST QUARTER OF SECTION 3
TOWNSHIP 24
RANGE 28
WEST OF THE 4 MERIDIAN LYING NORTH OF THE PRODUCTION WESTERLY
OF THE NORTHERLY LIMIT OF ROADWAY ON PLAN 6643Q
CONTAINING 1.28 HECTARES (3.16 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

TITLE NUMBER 021 040 314 +1

FIRST:

PLAN IRR. 60 (RESERVOIR)
IN THE NW 11 24 28 W4M CONTAINING 53.7 HECTARES (132.80 ACRES) MORE OR
LESS

EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES
SUBDIVISION	3883JK	6.71	16.57
SUBDIVISION	9813398	0.680	1.68
SUBDIVISION	9910525	0.061	0.15
SUBDIVISION	9910553	0.013	0.032

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

SECONDLY:

PLAN IRR. 60 RESERVOIR
IN THE SW 11-24-28-W4M
CONTAINING 26.2 HECTARES (64.85 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES
SUBDIVISION	3883JK	4.05	10.01
SUBDIVISION	9410294	0.001	0.003

EXCEPTING THEREOUT ALL MINES AND MINERALS

THIRDLY:

PLAN IRR. 60
RESERVOIR
IN THE NW 14-24-28-W4M
CONTAINING 32.2 HECTARES (79.69 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

(A) THE MOST EASTERLY 66 FEET IN PERPENDICULAR WIDTH
THROUGHOUT OF SAID LANDS
CONTAINING 1.86 HECTARES (4.59 ACRES) MORE OR LESS

PLAN	NUMBER	HECTARES	ACRES
ROAD	1620 EZ	0.445	1.10
ROAD	4820 HX	0.012	0.03
SUBDIVISION	3883 JK	4.86	12.00

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

FORTHLY:

PLAN IRR. 60
RESERVOIR

IN THE SW 14-24-28-W4M
CONTAINING 56.6 HECTARES (139.86 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

(A) THE MOST EASTERLY 66 FEET IN PERPENDICULAR WIDTH
THROUGHOUT OF SAID LANDS
CONTAINING 1.67 HECTARES (4.13 ACRES) MORE OR LESS

PLAN	NUMBER	HECTARES	ACRES MORE OR LESS
ROAD	4820 HX	0.320	0.79
SUBDIVISION	3883 JK	3.83	9.47
SUBDIVISION	9012508	0.038	0.094
SUBDIVISION	9913239	0.188	0.46
SUBDIVISION	9913295	0.166	0.41
SUBDIVISION	0210339	0.190	0.47

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

TITLE NUMBER 961 127 483 +41

PLAN IRR60

THE CANAL RIGHT OF WAY CONTAINING 16.78 ACRES MORE OR LESS
EXCEPTING FIRSTLY: THE ROADWAY AS DESCRIBED IN TRANSFER 9513Q
CONTAINING 0.87 OF AN ACRE MORE OR LESS
SECONDLY: THE ROADWAY ON PLAN 1620EZ, CONTAINING 1.14 ACRES
MORE OR LESS

THIRDLY:

THE SUBDIVISION PLAN 9611152
CONTAINING 4.04 HECTARES (9.98 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

TITLE NUMBER 011 338 637 +1

FIRST:

PLAN IRR72

CANAL RIGHT OF WAY IN THE NORTH EAST QUARTER OF SECTION 23
IN TOWNSHIP 24 RANGE 28 WEST OF THE FOURTH MERIDIAN
CONTAINING 9.91 HECTARES (24.5 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

SECOND:

PLAN IRR72

CANAL RIGHT OF WAY IN THE NORTH WEST QUARTER OF SECTION 23
IN TOWNSHIP 24 RANGE 28 WEST OF THE FOURTH MERIDIAN
CONTAINING 31.6 HECTARES (78.2 ACRES) MORE OR LESS
EXCEPTING THEREOUT

PLAN	NUMBER	HECTARES	(ACRES) MORE OR LESS
ROAD	1691LK	2.25	5.55
SUBDIVISION	9611152	0.058	0.14

AREA 'X' 0112752 2.80 6.92
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

TITLE NUMBER 961 127 483 +44

ALL THAT PORTION OF THE ORIGINAL ROAD ALLOWANCE ADJOINING
THE WEST BOUNDARY OF THE SOUTH WEST QUARTER SECTION 23
TOWNSHIP 24
RANGE 28
WEST OF THE FOURTH MERIDIAN LYING NORTH OF THE PRODUCTION
WESTERLY OF A LINE DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTHERLY LIMIT OF SAID QUARTER
SECTION DISTANT EASTERLY 580.8 FEET MEASURED ALONG SAID LIMIT
FROM THE SOUTH WEST ANGLE THEREOF
THENCE ON A COURSE NORTH 63 DEGREES 16 MINUTES WEST TO THE
WESTERLY LIMIT OF SAID ROAD ALLOWANCE
CONTAINING 1.41 HECTARES (3.5 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
PLAN NUMBER HECTARES ACRES (MORE OR LESS)
SUBDIVISION 9611152 0.624 1.54
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

TITLE NUMBER 901 310 523 +3

THAT PORTION OF ORIGINAL ROAD ALLOWANCE
IN TOWNSHIP 24, RANGE 28, WEST OF THE 4TH
MERIDIAN LYING WEST OF THE SOUTH WEST
QUARTER OF SECTION 14
CONTAINING 1.62 HECTARES (4.0 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
A) PLAN NUMBER HECTARES (ACRES) MORE OR LESS
SUBDIVISION 9012508 0.037 (0.091)
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

TITLE NUMBER 65Z41A

THAT PORTION OF THE ORIGINAL ROAD ALLOWANCE ADJOINING THE EASTERN
BOUNDARY OF THE NORTH EAST QUARTER OF SECTION 22
IN TOWNSHIP 24
RANGE 28
WEST OF THE 4 MERIDIAN
LYING SOUTH OF THE PRODUCTION NORTH EASTERLY ACROSS SAID ROAD
ALLOWANCE OF THE EASTERLY LIMIT OF THE ROAD DIVERSION SHOWN
COLOURED GREEN ON PLAN IRR87
CONTAINING 0.603 OF A HECTARE (1.49 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

TITLE NUMBER 65Z43B

THE ORIGINAL ROAD ALLOWANCE IN TOWNSHIP 24
RANGE 28
WEST OF THE 4 MERIDIAN
LYING ADJACENT TO THE WEST BOUNDARY OF THE NORTH WEST QUARTER
OF SECTION 14

EXCEPTING THEREOUT:

- (A) THAT PORTION LYING TO THE WEST OF THE PRODUCTION NORTH EASTERLY
OF THE EASTERLY LIMIT OF ROAD DIVERSION ON PLAN IRR 86
- (B) 0.142 OF A HECTARE (0.35 OF AN ACRE) MORE OR LESS REQUIRED FOR
ROADWAY ON PLAN 1620EZ

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

TITLE NUMBER 65Z43

THAT PORTION OF THE ORIGINAL ROAD ALLOWANCE LYING
TO THE EAST OF SECTION 10

IN TOWNSHIP 24

RANGE 28

WEST OF THE 4 MERIDIAN

CONTAINING 3.24 HECTARES (8 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

EXCEPTING THEREOUT PLAN NO. _____

SCHEDULE "B"

PLAN NO. _____