

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

022161932

ORDER NUMBER: 45321549

ADVISORY

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THIS AGREEMENT MADE THIS 30 DAY OF April, 2002

BETWEEN:

COBOGO LOFTS LTD.
Of 14346 Park Drive, Edmonton, Alberta
(hereinafter called "Owner")

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN IN RIGHT
OF ALBERTA AS REPRESENTED BY
THE MINISTER OF ALBERTA INFRASTRUCTURE
Of 3rd Floor, 6950 – 113 Street, Edmonton, Alberta
(hereinafter called the "Adjoining Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of property situated in the City of Edmonton, in the Province of Alberta, and legally described as:

PLAN B-1
BLOCK 3
LOT 176

(hereinafter referred to as the "Property");

AND WHEREAS the eaves and wall of the building situated on the said property extend over and encroach onto the adjoining property, situated in the City of Edmonton, in the Province of Alberta, and legally described as:

PLAN B-1
BLOCK 3
LOTS 177 AND 178
EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the "Adjoining Property");

as shown on the Alberta Land Surveyor's Real Property Report which is attached hereto and forms Schedule "A" to this Agreement;

AND WHEREAS the Owner has requested that the said eaves and wall of the building situated on the Property be permitted to encroach on the Adjoining Property;

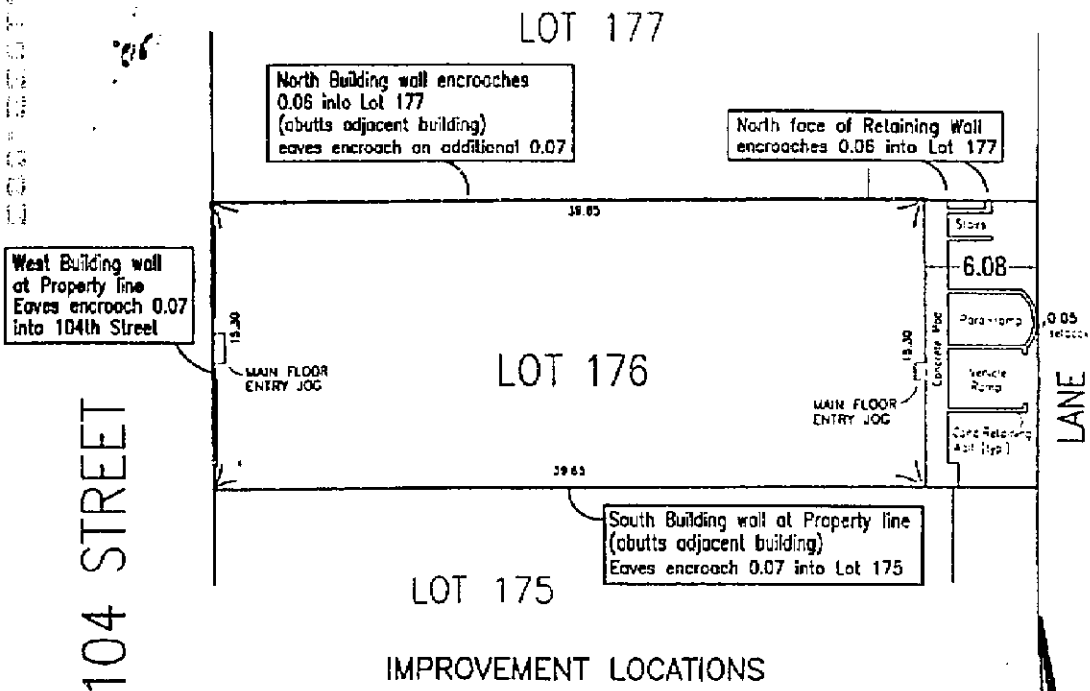
AND WHEREAS the Adjoining Owner does not object to the said encroachment;

NOW THEREFORE this Agreement witnesseth that:

1. The Adjoining Owner hereby permits the eaves and wall of the building located on the Property to encroach onto the Adjoining Property as is shown on the Alberta Land Surveyor's Real Property Report prepared by Northland Surveys, A.L.S., and dated March 20, 2002 attached hereto as Schedule "A".
2. The encroachment permission granted in Clause 1 hereof is expressly subject to the terms, covenants and conditions hereinafter set forth.
3. The Owner covenants with the Adjoining Owner that it will:
 - (a) Upon execution of this Agreement, pay to the Adjoining Owner the sum of One Thousand Three Hundred Forty Eight Dollars Seventy Seven Cents (\$1,348.77, receipt of which sum is hereby acknowledged, and in consideration of the encroachment privilege which is hereby granted.
 - (b) Indemnify and save harmless the Adjoining Owner from all claims of every kind and nature, including costs, that may arise directly, indirectly or incidentally by reason of the permitted encroachment.
4. The privilege for the encroachment is for the existing encroachment only, and does not authorize the replacement or rebuilding upon its demolition, or at the conclusion of its natural life.
5. The granting of the encroachment by the Adjoining Owner does not restrict the ability of the Adjoining Owner or its successors in title to redevelop the Adjoining Property. In particular, the Adjoining Owner may require the Owner to modify the eaves of the building to eliminate the encroachment and accommodate such redevelopment.

IMPORTANT:

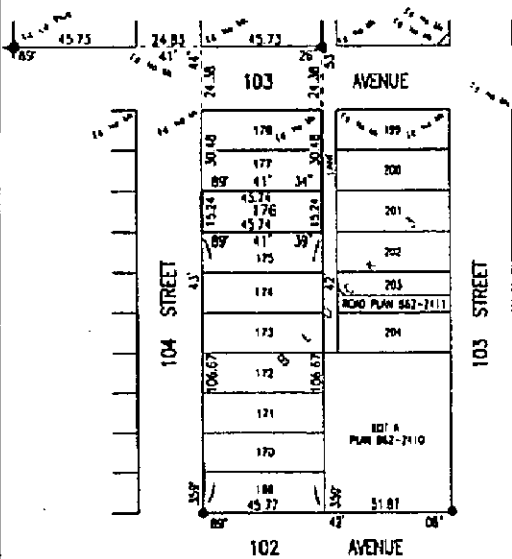
This Report is ineffective if pages are detached or copied in any way without the original signature of the Alberta Land Surveyor affixed hereon.



IMPROVEMENT LOCATIONS

MARCH 4, 2002

SCALE 1:250



BOUNDARY SURVEY

MARCH 4, 2002
(NOT TO SCALE)

**ALBERTA LAND SURVEYOR'S
REAL PROPERTY REPORT**

Subject Property: LOT 176 BLOCK 3 PLAN 01
HUDSON'S BAY RESERVE SUBDIVISION
EDMONTON

NOTES:

1. Distances are in metres and decimals thereof.
2. Distances shown from boundaries are perpendicular thereto.
3. Improvements shown are those which are:
 - subject to zoning regulation
 - intended to be all or near property line
 - as specified in the A.L.S.A. Manual of Standard Practice
- Ground cover and natural improvements (eg trees) are only shown when they are affected by the above conditions.
4. Improvements are plotted to scale where no dimensions are shown.
5. For the purposes of this report, fences are considered to be at property line, if any portion of such fence lies within 200 millimetres of said property line.
6. Underground facilities or improvements have not been located or shown on this Report.
7. Covers are plotted to scale and shown washed to the outside line of fence. Dimension of some overhang is only shown if (a) it is within one metre of property line.
8. Features and protruding features from main walls (eg signs, awnings, planters) are only shown when any part of that feature is situated within one metre of any Property line.

LEGEND:

- Found Survey Monument
- Fence Line
- F.No. loc. denotes no survey monument found at location.
- URW denotes utility right of way
- Distances shown along curves are ARC distances

**NORTHLAND
SURVEYS**

MEMBER OF THE ALBERTA
LAND SURVEYORS ASSOCIATION



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DATE: MARCH 20, 2002
FILE: 02-555



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ENCA - ENCROACHMENT AGREEMENT
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