

**Form 27**  
[Rules 6.3 and  
10.52(1)]

COURT FILE NUMBER 1403-13215  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
APPLICANTS **E CONSTRUCTION LTD.**  
RESPONDENTS **SPRAGUE-ROSSER CONTRACTING CO. LTD. and REGIONAL MUNICIPALITY OF WOOD BUFFALO**  
DOCUMENT **APPLICATION**

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
McCARTHY TÉTRAULT LLP  
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#### NOTICE TO RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard, as shown below:

Date	November 19, 2015
Time	2:00 p.m.
Where	Edmonton Law Courts Building (Commercial List)
Before Whom	Justice J.B. Veit

Go to the end of this document to see what else you can do and when you must do it.

**Remedy claimed or sought:** Alvarez & Marsal Canada Inc. (the "**Receiver**"), in its capacity as the court-appointed receiver and manager of the current and future assets, undertakings, and properties (collectively, the "**Property**") of Sprague-Rosser Contracting Co. Ltd. ("**Contracting**"), Sprague-Rosser Developments Inc. ("**Developments**") and Pacific Federation Equity Group Inc. ("**Pacific Federation**", Pacific Federation, Developments, and Contracting are collectively referred

to as, the “**Debtors**”) pursuant to the order issued by this Honourable Court on July 31, 2014, as subsequently amended and restated on August 7, 2014 (collectively, the “**Receivership Order**”), in the within proceedings (the “**Receivership Proceedings**”) applies for the following three Orders: (i) the Settlement Agreement Approval Order, substantially in the form attached as Schedule “**A**” hereto (the “**Settlement Order**”); (ii) scheduling the proceedings relating to the determination of the Wilco Lien (as defined in the Settlement Order); and, (iii) sealing the Confidential Supplement to the Receiver’s Report, dated November 9, 2015 (the “**Confidential Supplement**”):

1. Declaring that this application (the “**Application**”) is properly returnable on November 19, 2015, that service of the Application and the sixth report of the Receiver, dated November 9, 2015 (the “**Receiver’s Report**”) is validated and that no persons other than those on the service list are entitled to service of the Application or the Receiver’s Report.
2. Approving the settlement agreement between Contracting, by and through the Receiver, and the Regional Municipality of Wood Buffalo (“**RMWB**”), substantially in the form attached as Appendix “**B**” to the Receiver’s Report (the “**Settlement Agreement**”) and directing and authorizing the Receiver, *nunc pro tunc*, to execute and deliver the Settlement Agreement to RMWB and to take any and all such steps as the Receiver determines necessary or advisable to close any and all of the transactions, as contemplated by the Settlement Agreement.
3. Approving the Receiver’s accounting of the Trust Funds (as defined in the Receiver’s Report), as set out and allocated between the various Contracts (as defined in the Settlement Agreement) and Projects (as defined in the Settlement Agreement) pursuant to Appendix “**A**” of the Receiver’s Report.
4. Scheduling the application and proceedings regarding the determination of the Wilco Lien.
5. Sealing the Confidential Supplement, on the Court file, until the conclusion of the Receivership Proceedings.
6. Ordering and declaring that service of any orders arising from the Application by email, facsimile, registered mail, courier, regular mail, or personal delivery to the persons listed on the service list shall constitute good and sufficient service of such orders and that no persons other than those on the service list are entitled to be served with a copy of such orders.
7. Such further and other relief as counsel for the Receiver may advise.

**Grounds for making this application:** The grounds for the Application are as follows:

8. The Receiver was appointed as receiver of the Debtors pursuant to the Receivership Order. Pursuant to the Receivership Order, the Receiver is empowered and authorized to settle, extend, or compromise any indebtedness owing to or by the Debtors.

9. Pursuant to the Contracts, Contracting, as contractor, agreed to provide certain materials and services to RMWB, as owner, in accordance with the terms and conditions therein.

10. On or About February 24, 2014, RMWB terminated the Saline 3 Contract (as defined in the Settlement Agreement), without cause and on or about March 19, 2014, RMWB terminated the Abasand Contract (as defined in the Settlement Agreement) and the Bridge Contract (as defined in the Settlement Agreement), without cause. All of the Contracts were terminated in accordance with the terms and conditions therein.

11. As a result of Contracting's role under the Contracts, the subsequent termination of the Contracts, and certain actions or omissions on the part of RMWB in connection with the Contracts and the related Projects, Contracting has certain claims against RMWB (the "**Contracting Claims**") as further set out in the Statement of Claim filed by Contracting on July 31, 2014. Similarly, due to Contracting's role under the Contracts, the filing of the certain liens in relation thereto, and certain actions or omissions on the part of Contracting, in connection with the Contracts and the related Projects, RMWB may have certain claims against Contracting (the "**RMWB Claims**").

12. As part of the Settlement Agreement, the Receiver has conducted an accounting of the various Contracts and the related Projects in an attempt to determine the appropriate value of the lien funds (as such term is used in the *Builders' Lien Act*, RSA 2000, c B-7) associated with each of the Contracts and the related Projects (the "**Lien Funds**"). As part of the Settlement Agreement, RMWB has agreed on the amount to be allocated to each of the Lien Funds, based on the Receiver's accounting.

13. The Settlement Agreement provides for the resolution of the Contracting Claims and the RMWB Claims for each of the Contracts and Projects.

14. The Settlement Order forms an integral part of the Settlement Agreement.

15. The Receiver has negotiated the Settlement Agreement. The Settlement Agreement is conditional, *inter alia*, on the approval of this Honourable Court. The Settlement Agreement will

avoid the time and expense that would be incurred in litigating the dispute between Contracting and RMWB, is reasonable, and provides a fair and equitable recovery to Contracting and its respective creditors and stakeholders. The approval of the Settlement Agreement by this Honourable Court is in the best interests of Contracting and its respective creditors and stakeholders.

16. The Confidential Supplement to the Receiver's Report contains certain sensitive and prejudicial information in connection with the Settlement Agreement. The public disclosure and dissemination of the information in the Confidential Supplement would cause serious and irreparable harm to the estate of the Debtors and their stakeholders. The sealing provision that the Receiver seeks on the Application, in respect of the Confidential Supplement, is a fair and reasonable method of addressing the serious and irreparable harm that would result if the Confidential Supplement was publically disseminated.

17. The scheduling of the proceedings regarding the determination of the Wilco Lien shall enable such proceedings to continue in a timely and efficient manner.

18. Such further and other grounds as counsel for the Receiver may advise.

**Material or Evidence to be relied On:** The Receiver will rely on the following material:

19. The Receiver's Report.

20. The Confidential Supplement

21. Such further and other material as counsel for the Receiver may advise.

**Applicable rules:**

22. Rules 6.3, 6.9, 6.28, and 11.27 of the *Alberta Rules of Court*.

23. Such further and other rules as counsel for the Receiver may advise.

**Applicable Acts and regulations:**

24. The BIA.

25. Such further and other acts and regulations as counsel for the Receiver may advise.

**Any irregularity complained of or objection relied on:**

26. There are no irregularities complained of or objections relied on.

**How the application is proposed to be heard or considered:**

27. The Receiver proposes that the Application be heard in person with one, some, or all of the parties present.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

**Schedule "A" to the "RMWHB Settlement Agreement Approval Application"**

Clerk's Stamp

COURT FILE NUMBER 1403-13215

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANTS **E CONSTRUCTION LTD.**

RESPONDENTS **SPRAGUE-ROSSER CONTRACTING CO. LTD. and REGIONAL MUNICIPALITY OF WOOD BUFFALO**

DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT McCARTHY TÉTRAULT LLP  
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DATE ON WHICH ORDER PRONOUNCED: November 19, 2015

JUDICIAL DISTRICT WHERE ORDER PRONOUNCED: Edmonton, Alberta

JUDGE PRONOUNCING THIS ORDER: Justice J.B. Veit

**UPON** the application of Alvarez & Marsal Canada Inc. (the "**Receiver**"), in its capacity as the court appointed receiver and manager of Sprague-Rosser Contracting Co. Ltd. ("**Contracting**") pursuant to the receivership order issued by this Honourable Court on July 31, 2014, as subsequently amended and restated on August 7, 2014 (collectively, the "**Receivership Order**") under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in Court File No. 1403-10990 (the "**Receivership Proceedings**"); **AND UPON** noting the Order issued by this Honourable Court on July 17, 2015, in the Receivership Proceedings, authorizing the Receiver to make distributions of funds received by it to creditors (the "**Distribution Order**"); **AND UPON** having read the sixth report of the Receiver, dated November 9, 2015 (the "**Sixth Receiver's Report**"); **AND UPON** hearing submission from the Receiver, the Western Surety Company, Regional Municipality of Wood Buffalo ("**RMWB**"), E Construction Ltd. ("**E Construction**"), Corix Water Products Limited

Partnership, Corix Water Products (GP) Inc., and Corix Infrastructure Inc. (collectively, "**Corix**"), Michels Canada Co. ("**Michels**"), Wilco Contractors Northwest Inc. ("**Wilco**") and Burstall Winger Zammit LLP ("**Burstall Winger**"); **AND UPON** having read the Affidavit of Service of Marcia Smith, sworn November 10, 2015 (the "**Service Affidavit**"); **AND UPON** hearing counsel for the Receiver and any other persons present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of the application, filed by the Receiver in the within proceedings on November 10, 2015 (the "**Application**"), and the Sixth Receiver's Report is good, sufficient, and validated in the manner described in the Service Affidavit and the Application is properly returnable today.

**Approval of Settlement Agreement**

2. The settlement agreement between Contracting and RMWB involving, *inter alia*, the payment of the settlement amount of \$4,000,000 (the "**Settlement Amount**") by RMWB to Contracting, substantially in the form attached as Appendix "**B**" to the Sixth Receiver's Report (the "**Settlement Agreement**"), be and is hereby approved. The Receiver, for and on behalf of Contracting, is authorized and directed, *nunc pro tunc*, to execute and deliver the Settlement Agreement to RMWB, conclude the transactions contemplated by the Settlement Agreement and this Order (collectively, the "**Transactions**") and to take any and all such steps and execute any and all such deeds, documents, and instruments as may reasonably be necessary to consummate the Transactions contemplated in the Settlement Agreement and herein, substantially in accordance with the terms of the Settlement Agreement and this Order, for and on behalf of Contracting. Following execution and delivery of the Settlement Agreement, any of the parties thereto may agree to any amendments to the Settlement Agreement which do not materially and adversely alter the Transactions or the Settlement Agreement.

3. The Transactions are hereby approved and ratified and it is hereby declared that the Transactions are commercially reasonable.

4. The RMWB is hereby authorized and directed to pay the Settlement Amount in the following manner:

- (a) RMWB shall pay \$148,029.20 inclusive of GST and costs (the "**Wilco Lien Funds**") to the Receiver and such amount shall be held by the Receiver pursuant to and in accordance with the terms of this Order;

- (b) RMWB shall pay the remaining portion of the Settlement Amount to the Receiver and such amount shall be disbursed by the Receiver pursuant to and in accordance with the terms of the Distribution Order.

### **Approval of Trust Accounting**

5. The accounting of the funds paid by RMWB and currently held in trust by Burstall Winger, as set out and allocated pursuant to Appendix “A” of the Sixth Receiver’s Report (the “**BWZ Trust Funds**”), be and is hereby approved.

### **Saline 3 Contract Lien Fund**

6. The value of the work actually done and the materials actually furnished, by Contracting, in respect of the Saline Creek #3 Contract, dated January 18, 2013, between RMWB, as owner, and Contracting, as contractor, and including, but not limited to, any and all schedules, addendums, amendments, supplements, and any and all other documents, instruments, and contracts incorporated therein or related to the construct of the Saline Creek – Contract 3: Sanitary Outfall Sewer and Water Supply Line - QU #2845 (the “**Saline 3 Contract**”) is hereby declared to be \$36,761,041.60 inclusive of GST.

7. The lien fund (as such term is used and defined in the *Builders’ Lien Act*, RSA 2000, c B-7 (the “**BLA**”)) in connection with the Saline 3 Contract is hereby declared to be \$4,904,464.28 inclusive of GST (the “**Saline 3 Lien Fund**”). The portion of the Saline 3 Lien Fund which remains outstanding is hereby declared to be \$1,589,964.28, inclusive of GST.

8. The builders’ lien registered by Corix as instrument number 132 419 020 (the “**Corix Lien**”) against the lands identified in Schedule “A” hereto (the “**Saline 3 Lands**”) is declared to be valid and enforceable in an amount equal to at least \$115,687.45, inclusive of GST and costs.

9. The builders’ lien registered by Michels as instrument number 142 002 644 (the “**Michels Lien**”) against the Saline 3 Lands is declared to be valid and enforceable in an amount equal to at least \$1,474,276.83, inclusive of GST and costs.

### **Saline 3 Lien Fund Disbursements**

10. Burstall Winger is hereby authorized and directed to pay \$194,765.00 from the BWZ Trust Funds (the “**BWZ Payment**”) into Court in the within proceedings and such amount shall be credited against RMWB’s obligations arising under the BLA, in respect of the Saline 3 Lien Fund.



11. The RMWB is hereby authorized and directed to pay \$1,395,199.28 (the “**RMWB Payment**”) into Court in the within proceedings and such amount shall be credited against RMWB’s obligations arising under the BLA in respect of the Saline 3 Lien Fund.

12. Upon receipt of the BWZ Payment and the RMWB Payment, the Clerk of the Court is hereby authorized and directed to forthwith make the following distributions:

- (a) \$115,687.45 to Blake, Cassels & Graydon LLP, on behalf of Corix, on account of the Corix Lien registered as instrument number 132 419 020 against the Saline 3 Lands; and,
- (b) \$1,474,276.83 to Field Law, in Edmonton, on behalf of Michels, and on account of the Michels’ lien registered as instrument number 142 002 644 against the Saline 3 Lands

(collectively, the “**Saline 3 Lien Distributions**”).

13. The Saline 3 Lien Distributions, when so made by the Clerk of the Court, shall constitute full and final satisfaction of the RMWB’s obligations in connection with the Saline 3 Lien Fund pursuant to the BLA and the RMWB shall thereafter have no debt, liability or obligation to either Michels or Corix in connection with the Michels Lien, the Corix Lien, or the BLA.

14. Upon the delivery to the Registrar of the Alberta Land Titles Office (the “**Registrar**”) of:

- (a) a copy of this Order; and,
- (b) written correspondence from the Receiver’s solicitors confirming that the Clerk of this Court has made the Saline 3 Lien Distributions to each of Michels and Corix, respectively;

the Registrar is ordered and directed to:

- (a) discharge the Corix Lien registered as instrument number 132 419 020 from title to the Saline 3 Lands;
- (b) discharge the *Certificate of Lis Pendens* registered as instrument number 142 190 264 from title to the Saline 3 Lands;

- (c) discharge the Michels' Lien registered as under instrument number 142 002 644 from title to the Saline 3 Lands; and
- (d) discharge the *Certificate of Lis Pendens* registered as instrument number 142 200 308 from title to the Saline 3 Lands.

15. The Registrar shall perform the various requirements in paragraph 14 of this Order notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-4.

16. Upon the Registrar effecting the discharge of the instruments identified in paragraphs 14 of this Order, the Registrar shall forthwith make available to the Receiver a certified copy of title to the Saline 3 Lands.

17. Upon the filing of this order in the Corix Proceedings (as defined below) and the Michel's Proceedings (as defined below) and the completion of the Transactions, the following claims against RMWB are hereby dismissed without costs:

- (a) Corix's claim against RMWB in Court of Queen's Bench of Alberta, Action No. ●; and
- (b) Michel's claim against RMWB in Court of Queen's Bench of Alberta, Action No. ●.

### **Wilco Lien Funds**

18. The Wilco Lien Funds shall replace and stand in place of the builders' liens registered by Wilco as instrument numbers 142 323 785 and 142 323 786 (collectively, the "**Wilco Lien**") against the lands listed in Schedule "**B**" hereto (the "**Wilco Lands**") pending determination as to the validity and enforceability of the Wilco Lien. The Wilco Lien Funds shall not be disbursed by the Receiver unless such disbursement is, either: (a) agreed to by each of the Receiver and Wilco; or, (b) authorized by further Order of this Honourable Court.

19. The payment of the Wilco Lien Funds to the Receiver pursuant to paragraph 4(a) of this Order shall constitute full and final satisfaction of the RMWB's obligations in connection with the Wilco Lien pursuant to the BLA and the RMWB shall thereafter have no debt, liability or obligation to Wilco, in connection with the Wilco Lien or the BLA. For greater certainty, nothing herein shall constitute an admission as to the validity or enforceability of the Wilco Lien and any interested person shall remain at liberty to contest the validity, enforceability, quantum or other aspect of the Wilco Lien.

20. Upon the delivery to the Registrar of:

- (a) a copy of this Order; and,
- (b) written correspondence from the Receiver's solicitors confirming that the Wilco Lien Funds have been paid by the RMWB to the Receiver;

the Registrar is ordered and directed to:

- (a) discharge the Wilco Lien registered as instrument numbers 142 323 785 and 142 323 786 from title to the Wilco Lands; and
- (b) discharge the Certificate of Lis Pendens registered as instrument number 152 077 909 from title to the Wilco Lands.

21. The Register shall perform the various requirements in paragraph 20 of this Order notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-4.

22. Upon the Registrar effecting the discharge of the instruments identified in paragraph 20 of this Order, the Registrar shall forthwith make available to the Receiver a certified copy of title to the Wilco Lands.

23. Upon the filing of this order in the Wilco Proceedings (as defined below) and the completion of the Transactions, Wilco's claim against RMWB in Court of Queen's Bench of Alberta, Action No. ● is hereby dismissed without costs.

### **E Construction Lien Funds**

24. Burstall Winger is hereby authorized and directed to disburse \$4,432,455.39 inclusive of GST and costs (the "**E Construction Lien Funds**"), from the BWZ Trust Funds to the Receiver. The E Construction Lien Funds shall replace and stand in place of the builders' liens registered by E Construction as instrument number 142 085 717 (the "**E Construction Lien**") against the lands listed in Schedule "**C**" hereto (the "**E Construction Lands**") pending determination as to the validity and enforceability of the E Construction Lien. The E Construction Lien Funds shall not be disbursed by the Receiver unless such disbursement is, either: (a) agreed to by each of the Receiver and E Construction; or, (b) authorized by further Order of this Honourable Court.

25. The payment of the E Construction Lien Funds to the Receiver pursuant to paragraph 24 of this Order shall constitute full and final satisfaction of the RMWB's obligations in connection with the

E Construction Lien pursuant to the BLA and the RMWB shall thereafter have no debt, liability or obligation to E Construction in connection with the E Construction Lien or the BLA. For greater certainty, nothing herein shall constitute an admission as to the validity or enforceability of the E Construction Lien and any interested person shall remain at liberty to contest the validity, enforceability, quantum, or other aspect of the E Construction Lien.

26. Upon the delivery of

- (a) a copy of this Order; and,
- (b) written correspondence from the Receiver's solicitors confirming that the E Construction Lien Funds have been paid by the RMWB to the Receiver;

the Registrar is ordered and directed to:

- (a) discharge the E Construction registered as instrument number 142 085 717 from title to the E Construction Lands; and
- (b) discharge the *Certificate of Lis Pendens* registered as instrument number 142 302 318 from title to the E Construction Lands.

27. The Registrar shall perform the various requirements in paragraph 26 of this Order notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-4.

28. Upon the Registrar effecting the discharge of the instruments identified in paragraph 26 of this Order, the Registrar shall forthwith make available to the Receiver a certified copy of title to the E Construction Lands.

29. Upon the filing of this order in the E Construction Proceedings (as defined below) and the completion of the Transactions, E Construction's claim against RMWB in Court of Queen's Bench of Alberta, Action No. ● is hereby dismissed without costs.

### **General**

30. Burstall Winger is authorized and directed to disburse any remaining amount from the BWZ Trust Funds, after making the distributions provided for in this Order, to the Receiver, and the Receiver shall disburse all such amounts pursuant to and in accordance with the Distribution Order.

31. The Receiver or any interested person is at liberty to reapply for further advice, assistance, and direction as may be necessary to give full force and effect to the terms of this Order.

32. This Order shall be filed in the within proceedings and in the following proceedings: (i) Receivership Proceeding; and, (ii) any proceedings involving the Corix Lien (the “**Corix Proceedings**”), the Michels Lien (the “**Michel’s Proceedings**”), the Wilco Lien (the “**Wilco Proceedings**”), and the E Construction Lien (the “**E Construction Proceedings**”).

33. Upon the filling of this order in the Receivership Proceedings and the completion of the Transactions, Contracting’s action against RMWB, bearing Action No. 1401-08363 (the “**Actions**”), shall be dismissed without costs. For greater clarity, only Contracting’s Claims in the Action against RMWB shall be dismissed. Any and all other claims set out in the Action, in favour of Contracting, shall remain.

34. Service of this Order by email, facsimile, registered mail, courier, or personal delivery to the persons in attendance at the Application shall constitute good and sufficient service of this Order and no persons other than those in attendance at the Application are entitled to be served with a copy of this Order.

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J.C.Q.B.A.

**SCHEDULE "A"  
SALINE 3 LANDS**

**TITLE NUMBER 49892SNP**

FIRST

MERIDIAN 4 RANGE 9 TOWNSHIP 89

SECTION 2

QUARTER SOUTH WES

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND

MERIDIAN 4 RANGE 9 TOWNSHIP 89

SECTION 2

ALL THAT PORTION OF THE SOUTH EAST QUARTER

LYING NORTH OF CLEARWATER RIVER AS SHOWN ON A PLAN OF SURVEY DATED 27<sup>TH</sup>

DAY OF FEBRUARY, 1914, CONTAINING 5.02 HECTARES (12.4 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS

**TITLE NUMBER: 062 174 805 +8**

MERIDIAN 4 RANGE 9 TOWNSHIP 89

SECTION 2

ALL THAT PORTION OF THE NORTH WEST QUARTER

WHICH LIES SOUTH AND WEST OF ROAD PLAN 7922318

CONTAINING 26.8 HECTARES (66.22 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES (ACRES)	MORE OR LESS
A) PLAN 0621943 SUBDIVISION	2.34	5.78

EXCEPTING THEREOUT ALL MINES AND MINERALS

**TITLE NUMBER: 962 024 141 +5**

ALL THAT PORTION OF THE NORTH WEST QUARTER OF SECTION TWO (2)

TOWNSHIP EIGHTY NINE (89)

RANGE NINE (9)

WEST OF THE FOURTH MERIDIAN

LYING NORTH AND EAST OF ROAD PLAN 7922318 AND LYING WEST OF THE LEFT BANK OF CLEARWATER RIVER AS SHOWN ON TOWNSHIP PLAN DATED 27 FEBRUARY 1914, CONTAINING 33.42 HECTARES (82.6 ACRES) MORE OR LESS

EXCEPTING THEREOUT: A) 3.78 HECTARES (9.35 ACRES) MORE OR LESS AS SHOWN ON RAILWAY PLAN 4345CL

B) 1.62 HECTARES (4.02 ACRES) MORE OR LESS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF THE SAID QUARTER SECTION THENCE EASTERLY ALONG THE NORTH BOUNDARY OF THE SAID QUARTER SECTION TWO HUNDRED AND FIFTY (250) FEET THENCE SOUTHERLY AND PARALLEL TO THE WEST BOUNDARY OF THE SAID QUARTER SECTION SEVEN HUNDRED (700) FEET THENCE WESTERLY AND PARALLEL TO THE SAID NORTH BOUNDARY TO A POINT ON THE SAID WEST BOUNDARY THENCE NORTHERLY ALONG THE SAID WEST BOUNDARY TO THE POINT OF COMMENCEMENT. EXCEPTING THEREOUT ALL MINES AND MINERALS

**TITLE NUMBER 962 024 349**

MERIDIAN 4 RANGE 9 TOWNSHIP 89  
SECTION 11

ALL THAT PORTION OF THE SOUTH WEST QUARTER WHICH LIES TO THE SOUTH OF THE LEFT BANK OF THE CLEAR WATER RIVER AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP DATED 27 FEBRUARY 1914

CONTAINING 36.643 HECTARES (90.60 ACRES) MORE OR LESS EXCEPTING THEREOUT:

- (A) 1.83 ACRES MORE OR LESS TAKEN FOR RIGHT OF WAY AND 0.39 OF AN ACRE MORE OR LESS TAKEN FOR EXTRA LAND OF THE ALBERTA AND GREAT WATERWAYS RAILWAY AS SHOWN ON RAILWAY PLAN 4345CL
- (B) ALL THAT PORTION OF THE SAID QUARTER SECTION DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE LEFT BANK OF THE CLEAR WATER RIVER AS SHOWN ON THE SAID PLAN OF SURVEY, WITH THE WEST BOUNDARY OF THE SAID QUARTER SECTION, THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY 90 FEET MORE OR LESS TO AN IRON POST, THENCE SOUTH EASTERLY ALONG A STRAIGHT LINE MAKING AN ANGLE OF 74 DEGREES AND 3 MINUTES WITH THE SAID WEST BOUNDARY 405.5 FEET MORE OR LESS TO AN IRON POST, THENCE NORTHERLY AND PARALLEL WITH THE SAID WEST BOUNDARY 90 FEET MORE OR LESS TO THE SAID LEFT BANK OF THE CLEAR WATER RIVER, THENCE NORTH WESTERLY ALONG THE SAID LEFT BANK AND FOLLOWING THE SINUOSITIES THEREOF, TO THE POINT OF COMMENCEMENT, CONTAINING (0.81 OF AN ACRE) MORE OR LESS, AS SHOWN ON FILED PLAN 1659EU
- (C) ALL THAT PORTION OF PARCEL B AS SHOWN ON FILED PLAN 1551KS IN THE SAID QUARTER SECTION, WHICH LIES SOUTH AND EAST OF PARCEL (A) AS SHOWN ON FILED PLAN 1659EU AND SOUTH OF THE LEFT BANK OF THE CLEAR WATER RIVER AS SHOWN ON SAID PLAN OF SURVEY, THE LAND HEREBY DESCRIBED CONTAINING 3.79 ACRES MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS



**SCHEDULE "B"**  
**WILCO LANDS**

**TITLE NUMBER 962 024 152 +9**

FIRSTLY

MERIDIAN 4 RANGE 9 TOWNSHIP 89  
SECTION 10  
ALL THAT PORTION OF SOUTH EAST QUARTER  
WHICH LIES SOUTH AND WEST OF SUBDIVISION PLAN 315TR  
AND NORTH AND WEST OF SUBDIVISION PLAN 3969ET

EXCEPTING THEREOUT:

A) ALL THAT PORTION DESCRIBED AS FOLLOWS:  
COMMENCING AT THE INTERSECTION OF THE NORTH WESTERLY LIMIT OF  
MCPHEE STREET WITH PRODUCTION NORTH WESTERLY OF THE NORTH EAST  
BOUNDARY OF BLOCK 15 AS SHOWN ON SUBDIVISION PLAN 3969ET; THENCE  
NORTH WESTERLY ALONG THE SAID PRODUCTION 250 FEET; THENCE SOUTH WESTERLY  
AND PARALLEL TO THE NORTH WESTERLY LIMIT OF SAID MCPHEE STREET TO A POINT  
ON THE PRODUCTION NORTH WESTERLY OF THE SOUTH WESTERLY BOUNDARY OF SAID  
BLOCK 15; THENCE SOUTH EASTERLY ALONG THE SAID PRODUCTION TO ITS  
INTERSECTION WITH THE SAID NORTH WESTERLY LIMIT  
OF MCPHEE STREET; THENCE NORTH EASTERLY ALONG THE SAID LIMIT OF MCPHEE  
STREET TO THE POINT OF COMMENCEMENT; CONTAINING 1.5 ACRES MORE OR LESS.  
EXCEPTING THEREOUT ALL MINES AND MINERALS

SECONDLY

MERIDIAN 4 RANGE 9 TOWNSHIP 89  
SECTION 10  
ALL THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION 10  
WHICH IS BOUNDED ON THE SOUTH BY THE SOUTH BOUNDARY OF  
THE SAID QUARTER SECTION AND ON THE NORTH EAST AND NORTH WEST  
RESPECTIVELY BY HUGHES AVENUE AND PARK STREET AS SHOWN ON  
SUBDIVISION PLAN 3969ET  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**TITLE NUMBER 962 024 118 +9**

ALL THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION TEN (10)  
TOWNSHIP EIGHTY NINE (89)  
RANGE NINE (9)  
WEST OF THE FOURTH MERIDIAN  
DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY BOUNDARY  
OF SAID QUARTER SECTION FOUR HUNDRED AND FORTY FIVE (445) FEET

NORTHERLY ALONG THE SAID EASTERLY BOUNDARY THEREOF FROM ITS INTERSECTION WITH THE CENTRE LINE OF THE NORTHERN ALBERTA RAILWAYS COMPANYS RAILWAY AS SHOWN ON RAILWAY PLAN 4345CL THENCE NORTHWESTERLY ON AN ANGLE WITH THE SAID EASTERLY BOUNDARY OF SAID QUARTER SECTION SEVENTEEN (17) DEGREES THIRTY (30) MINUTES ONE HUNDRED AND NINETY FIVE (195) FEET, THENCE NORTHERLY AND PARALLEL TO THE SAID EASTERLY BOUNDARY OF SAID QUARTER SECTION ONE HUNDRED AND SEVENTY SIX (176) FEET, MORE OR LESS TO THE CLEARWATER RIVER AS SHOWN ON SAID RAILWAY PLAN 4345CL, THENCE EASTERLY FOLLOWING THE SOUTHERLY BOUNDARY OF THE SAID RIVER AS SHOWN ON SAID PLAN TO THE EASTERLY BOUNDARY OF THE SAID QUARTER SECTION, THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID QUARTER SECTION TO THE POINT OF COMMENCEMENT, CONTAINING 0.134 HECTARES MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS

**SCHEDULE "C"**  
**E CONSTRUCTION LANDS**

**TITLE NUMBER: 052 184 895**

FIRST

ALL THAT PORTIONS OF THE NORTH WEST QUARTER OF SECTION TEN (10)

TOWNSHIP EIGHTY NINE (89)

RANGE NINE (9)

WEST OF THE FOURTH MERIDIAN, LYING TO THE SOUTH OF THE CLEARWATER RIVER AND OF THE HANGINGSTONE CREEK,

EXCEPTING THEREOUT:

A. 0.745 HECTARES (1.84 ACRES) MORE OR LESS, FOR ROAD AS SHOWN ON ROAD PLAN 5151CL

B. 0.914 HECTARES (2.26 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 948MC

C. 2.72 HECTARES (6.74 ACRES) MORE OR LESS, FOR ROAD, AND 0.806 HECTARES (1.99 ACRES) MORE OR LESS, FOR CONNECTING ROAD BOTH AS SHOWN ON PLAN 607OLZ

D. 6.63 HECTARES (16.39 ACRES) MORE OR LESS AS SHOWN ON PLAN 315TR

E. 1.36 HECTARES (3.38 ACRES) MORE OR LESS AS SHOWN ON PLAN 3094TR

F. 0.717 HECTARES (1.77 ACRES) MORE OR LESS AS SHOWN ON SUBDIVISION PLAN 7822530

G. 3.98 HECTARES (9.84 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 8322453

H. 0.751 HECTARES (1.86 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 0522425

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND

ALL THAT PORTION OF THE NORTH EAST QUARTER OF SECTION TEN (10)

TOWNSHIP EIGHTY NINE (89)

RANGE NINE (9)

WEST OF THE FOURTH MERIDIAN, LYING TO THE SOUTH OF THE CLEARWATER RIVER AND OF THE HANGINGSTONE CREEK

EXCEPTING THEREOUT:

A. 0.765 HECTARES (1.89 ACRES) MORE OR LESS, FOR RIGHT OF WAY AND 0.392 HECTARES (0.97 ACRES) MORE OR LESS, FOR EXTRA RIGHT OF WAY OF THE ALBERTA AND GREAT WATERWAYS RAILWAY, AS SHOWN ON RAILWAY PLAN 4345CL

B. 3.56 HECTARES (8.68 ACRES) MORE OR LESS, AS SHOWN ON PLAN 315TR  
EXCEPTING THEREOUT ALL MINES AND MINERALS

THIRD

THE SOUTH WEST QUARTER OF SECTION TEN (10)  
TOWNSHIP EIGHTY NINE (89)  
RANGE NINE (9)  
WEST OF THE FOURTH MERIDIAN,

EXCEPTING THEREOUT:

- A. 0.312 HECTARES (0.77 ACRES) MORE OR LESS, FOR ROAD, AS SHOWN ON ROAD PLAN 5151CL
- B. 0.506 HECTARES (1.25 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 1155MC
- C. LEGAL SUBDIVISIONS THREE (3), FOUR (4) AND FIVE (5) CONTAINING 48.6 HECTARES (120 ACRES) MORE OR LESS
- D. 3.36 HECTARES (8.30 ACRES) MORE OR LESS, AS SHOWN ON PLAN 6070LZ
- E. 0.514 HECTARES (1.27 ACRES) MORE OR LESS, UNDER REPLOT PLAN 315TR
- F. 1.47 HECTARES (3.64 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 8322453
- G. 0.080 HECTARES (0.20 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 0522425

EXCEPTING THEREOUT ALL MINES AND MINERALS

**TITLE NUMBER 062 431 844**

PLAN 4345CL  
RAILWAY RIGHT OF WAY AND EXTRA RIGHT OF WAY WITHIN  
MERIDIAN 4 RANGE 9 TOWNSHIP 89  
COMPRISING PARTS OF:

SECTION	HECTARES (ACRES)	MORE OR LESS
S.E. 10	12.53	30.96
N.E. 10	1.16	2.86

EXCEPTING THEREOUT (A) OUT OF THE SE 10, ALL THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY BOUNDARY OF THE SAID QUARTER SECTION, FOUR HUNDRED AND FORTY FIVE (445) FEET MEASURED NORTHERLY ALONG THE SAID EASTERLY BOUNDARY OF SAID QUARTER FROM ITS INTERSECTION WITH THE CENTRE LINE OF THE NORTHERN ALBERTA RAILWAYS COMPANY'S RAILWAY, AS THE SAID RAILWAY IS SHOWN ON PLAN 4345CL; THENCE NORTHWESTERLY ON AN ANGLE WITH THE SAID EASTERLY BOUNDARY OF SAID QUARTER SECTION 17 DEGREES 30 MINUTES FOR A DISTANCE OF ONE HUNDRED AND NINETY FIVE (195) FEET; THENCE NORTHERLY AND PARALLEL TO THE SAID EASTERLY BOUNDARY OF SAID QUARTER FOR A DISTANCE OF ONE HUNDRED AND SEVENTY SIX (176) FEET MORE OR LESS TO THE CLEARWATER RIVER, AS SHOWN ON PLAN 4345CL AFORESAID; THENCE EASTERLY FOLLOWING THE SOUTHERLY BOUNDARY OF THE SAID RIVER AS SHOWN ON SAID PLAN TO THE EASTERLY BOUNDARY OF SAID QUARTER SECTION; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID QUARTER SECTION; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID QUARTER

SECTION TO THE POINT OF COMMENCEMENT, CONTAINING BY ADMEASUREMENT 0.134 HECTARES (0.133 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS

**TITLE NUMBER: 952 162 454**

PLAN 4345CL

RAILWAY RIGHT OF WAY AND EXTRA RIGHT OF WAY WITHIN

COMPRISING PARTS OF:

SECTION	HECTARES	ACRES (MORE OR LESS)
N.W. 2	3.78	9.35
S.W. 11	0.898	2.22

EXCEPTING THEREOUT ALL MINES AND MINERALS