

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

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**012324018**

**ADVISORY**

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**LAND TITLES ACT  
RESTRICTIVE COVENANT**

THIS RESTRICTIVE COVENANT made this 19<sup>th</sup> day of September, 2001.

**WHEREAS:**

1. The Grange Property Development Corporation (the "Grantor") is the registered owner (or is entitled to become the registered owner under an agreement for sale or unregistered transfer or otherwise) of an estate in fee simple, of land situate in the City of Edmonton, in the Province of Alberta and being:

LOT(S) 2 to 8 Inclusive

BLOCK 17

PLAN 012- 4683

EXCEPTING THEREOUT ALL MINES AND MINERALS

(herein collectively referred to as the "Servient Lands").

2. The City of Edmonton (the "Grantee") is the registered owner of an estate in fee simple of land situate in the Province of Alberta and being:

LOT(S) 67 PUL

BLOCK 10

PLAN 982 5723

EXCEPTING THEREOUT ALL MINES AND MINERALS

(herein collectively referred to as the "Dominant Lands").

which the Grantee uses for the purposes of a storm water retention facility and which is in the same neighbourhood as the Servient Lands.

3. It is desirable to establish certain rights and restrictions regarding the use and development of the Servient Lands in order to preserve the storage capacity and integrity of the storm water retention facility.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the payment of the sum of \$1.00 paid herewith by the Grantee to the Grantor and other good and valuable consideration including the covenants and conditions contained herein, the Grantor hereby annexes to the Servient Lands the following terms, conditions and covenants, restrictive in nature, as burdens to run with the Servient Lands for the Benefit of the Dominant Lands.

1. Interpretation

- a) "General Manager" shall mean the General Manager of the City Department responsible for the operation and maintenance of the Pond, or person designated by the General Manager to act on their behalf.
- b) "Pond" shall mean the storm water retention pond this is or will be constructed within Area F, Plan 012 3821.
- c) The normal water line for the Pond will be at elevation 688.80 metres geodetic the high water line for the Pond will be at elevation 691.40 metres geodetic which is located at the common boundary between the Pond and the Servient Lands.

CITY CLERKS

FILE NO. 48866

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Restrictions

- a) Buildings or structures designed for human occupancy upon the **Servient Lands** shall not contain any openings to the interior of the improvement or structure at an elevation less than 691.90 metres geodetic.

3


General

- a) If one or more of the provisions, covenants or restrictive covenants herein contained shall at any time be held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, then such provision, covenant or restrictive covenant or such portion thereof shall be severed from the aforementioned covenants, and such severance shall in no manner prejudice or affect the enforceability of the remaining provisions, covenants or restrictive covenants in accordance with the intent hereof.
- b) Notwithstanding anything to the contrary herein contained, the **Grantee** shall not be liable to the **Grantor** or successors in title to the **Grantor** for the enforcement of any of the covenants herein contained.
- c) The charges and burdens of this restrictive covenant are and shall at all times be prior and therefore superior to any lien or charge made in good faith and for value affecting the **Servient Lands** or any part thereof or any improvements now or hereafter placed thereon to the intent that title to any property acquired through the sale and/or foreclosure of any mortgage, charge or lien by judicial proceedings or otherwise shall be subject to the charges and burdens affecting the **Servient Lands**.
- d) This restrictive covenant is and shall be of the same force and effect to all intents and purposes as a covenant running with the land. The restrictions, benefits and obligations hereunder shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, tenants, successors, and assigns.
- e) There are no conditions either subsequent or precedent except as set forth herein. This restrictive covenant is the entire agreement between the parties and no representations or warranties have been made by the **Grantee** to the **Grantor** save those contained herein and the consideration hereinabove stated is the sole consideration and inducement for the execution hereof.
- f) The **Grantor** covenants that it shall be responsible for public safety on the **Servient Lands** and shall take such steps as are necessary or desirable in order to effect the same.
- g) Unless a contrary intention appears, the words "**Grantor**" and "**Grantee**" shall mean respectively "**Grantor**, its executors, administrators, successors and/or assigns", and "**Grantee**, its successors, assigns and/or any person or corporation to whom a franchise is granted by the **Grantee**".

2000-67025-2110

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.


The Grange Property Development Corporation

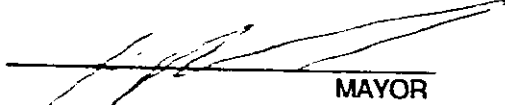
PER: 


PER: \_\_\_\_\_

THE CITY OF EDMONTON

APPROVED:

  
\_\_\_\_\_  
Law Department (as to form)

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
Planning & Development (as to content)

  
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CITY CLERK

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012324018 REGISTERED 2001 10 11  
RMSG - RESTRICTIVE COVENANT  
DOC B OF B DRR#: 8339688 ADR/WBAKRR