

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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AN AGREEMENT BETWEEN

85-1 168901

THE CITY OF CALGARY

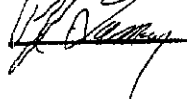
OCT 7 '85

AND



THE CITY OF CALGARY

I certify that the within instrument
is duly Entered and Registered in the Land
Titles Office for the South Alberta Land
Registration District at Calgary.

 A.D. Registrar
SAL R Q

The City of Calgary Land Department
File No. 4092

THE CITY OF CALGARY, a municipal
corporation in the Province of
Alberta

GENERAL UTILITY

(hereinafter referred to as "the Grantor") being the registered owner of all those certain lands situate in the Province of Alberta, and more particularly described as follows, namely:

LOTS 1, 2 AND 3 M.R.

BLOCK ONE (1)

PLAN CALGARY

851 0947

EXCEPTING THEREOUT ALL MINES AND MINERALS

DO HEREBY in consideration of the sum of one (\$1.00) dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, GIVE, GRANT, TRANSFER and MAKE OVER unto The City of Calgary, (hereinafter referred to as "the City") the right, privilege and easement of a right-of-way in, through and over the following lands, namely:

THOSE PORTIONS OF THE ABOVE SAID LANDS WHICH LIE WITHIN THE
RIGHT OF WAYS AS SHOWN ON PLAN

851 0948

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as "the right-of-way") for the digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating sewer, water, gas, electrical transmission, telephone and telecommunication lines, and pole anchors, or any one or more of them, together with the usual and ordinary appurtenance thereto, (all or any one or more of which are hereinafter referred to as "the utility line or lines") to be laid in, under, on, over or across the right-of-way, the said right, privilege and easement being subject to the following terms and conditions which are hereby agreed to by and between the City and the Grantor, namely:

1. The term "the City" wherever used in these presents shall include and shall be interpreted to mean The City of Calgary and the nominees or appointees of the City.
2. The easement of a right-of-way hereby granted shall be for such length of time as the utility line or lines are required by the City.
3. The City its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress, egress and to pass and repass on the right-of-way either on foot or by means of vehicles or necessary machines whatsoever, and to remain on the right-of-way for all purposes of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the utility line or lines.
4. The City in carrying out any of the aforesaid operations will do so in a good and workman-like manner and will cause or do as little damage and inconvenience to the owner or occupier of the said lands, as is possible, and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former condition. The replacement of trees, shrubs and landscaping other than grass shall be deemed to be impracticable.
5. The Grantor covenant that he (it) will not build, erect or maintain nor permit or suffer to be built, erected or maintained on the right-of-way any building or structure, nor allow changes to the design or existing surface grades, nor plant or maintain, nor allow or suffer to be planted or maintained thereon any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the City of any of the rights hereinbefore granted.

URW - in favor of The City of Calgary (Plan 8510948)

6. The City will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of actions, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the City in the exercise of the rights and privileges herein granted.

7. This easement of a right-of-way and the covenants herein granted are and shall be covenants running with the land.

8. The rights, privileges and obligations hereunder shall extend to and shall be binding upon The City of Calgary its successors and assigns, and upon ~~the Grantor and his heirs, assigns and assigns~~ (the Grantor its successors and assigns).

IN WITNESS WHEREOF The City of Calgary has hereunto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf and ~~the Grantor and his heirs, assigns and assigns~~ (the Grantor has hereunto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf), at CALGARY in the Province of ALBERTA this 25 day of MARCH, A.D., 1985.

MAR 01

APPROVED
1985 LAND
PLANNING
ENGINEER
ELECTRIC SYSTEM
AS TO FORM SOLICITORS
COUNCIL

THE CITY OF CALGARY

Bird M. Malone
DIRECTOR OF LAND, LAND DEPARTMENT

John E. Edwards
CITY CLERK

SIGNED, and SEALED
by

in the presence of

BY: THE CITY OF CALGARY

Bird M. Malone
Director of Land, Land Dept.
John E. Edwards
City Clerk

AFFIDAVIT OF EXECUTION

CANADA) I, _____ of _____
PROVINCE OF ALBERTA) in the Province of Alberta, _____ (Occupation)
TO WIT) MAKE OATH AND SAY:

1. That I was personally present and did see _____

named in the attached instrument, who _____ personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at the _____ of _____
in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said _____

who _____ in my belief of the full age of eighteen years.

SWORN at _____)
in the Province of Alberta, this _____ day)
of _____ A.D., 19 _____)

A Commissioner For Oaths in and for the Province of Alberta

AFFIDAVIT

I, _____ of _____
in the Province of Alberta, _____ (Occupation) MAKE OATH AND SAY:

1. That I am the _____ (or duly appointed agent)
acting under power of attorney in my favour dated the _____ day of _____
A.D., 19 _____, granted by the _____ named in the within (or annexed)
instrument.

2. That I am (or my principal is) not married.

OR

That neither myself nor my spouse (or my principal or his spouse has resided on the within
mentioned land at any time since our (or their) marriage.

OR

That a judgment for damages was obtained against me by my spouse (or my principal by
his spouse) and registered in the Land Titles Office as No. _____
dated the _____ day of _____ 19 _____

SWORN at _____
in the Province of _____
this _____ day of _____ A.D., 19 _____

A Commissioner For Oaths in and for the Province of Alberta

CONSENT OF SPOUSE

I, _____ being married to the before
named _____ do hereby give my consent to the disposition of our homestead
made in this (or the annexed) instrument, and I have executed this document for the purpose of giving
up my life estate and other dower rights in the said property given to me by THE DOWER ACT, to the
extent necessary to give effect to the said disposition.

CERTIFICATE OF ACKNOWLEDGEMENT OF SPOUSE

1. This document was acknowledged before me by _____
apart from her husband (or his wife).

2. _____ acknowledged to me that she (or he):-

- (a) is aware of the nature of the disposition (or agreement);
- (b) is aware that THE DOWER ACT, gives her (or him) a life estate in the homestead and the
right to prevent disposition of the homestead by withholding consent;
- (c) consents to the disposition (or agreement) for the purpose of giving up the life estate and
other dower rights in the homestead given to her (or him) by THE DOWER ACT, to the
extent necessary to give effect to the said disposition;
- (d) is executing the document freely and voluntarily without any compulsion on the part of her
husband (or his wife).

DATED at _____
in the Province of _____
this _____ day of _____ A.D., 19 _____

A Commissioner for Oaths in and for the Province
of Alberta