

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

851103567

ORDER NUMBER: 46224524

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

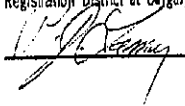
Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

85-1 03567

JUN 25

'85

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
SALRD

6-15

JAMES F. BURNS (THE ELDER) AND JAMES F. BURNS (THE
YOUNGER) AND CLAYTON R. CARROLL ALL OF THE CITY OF
CALGARY IN THE PROVINCE OF ALBERTA EACH AS TO AN
UNDIVIDED ONE THIRD (1/3) INTEREST
SUB P.O. 28
CALGARY, ALBERTA

3817
NE424, 23-1-5
(LOVSE)
(RIVERBEND)

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 A, B, BLOCK H.H.
BLOCK J.J.
BLOCK K.K.

ALL ON PLAN RIVERBEND CALGARY

8510611

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

8510612

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.

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 or their heirs, executors, administrators, 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 has hereunto set his (their) hand and seal at CALGARY in the Province of ALBERTA this 12 day of FEBRUARY A.D., 1985.

JAN 11

APPROVED
LAND
PLANNING
ENGINEER
ELECTRIC SYSTEM
AS TO FORM SOLICITORS
COUNCIL

THE CITY OF CALGARY

Brian L. Munro
DIRECTOR OF LAND, LAND DEPARTMENT

James F. Burns
CITY CLERK

SIGNED, and SEALED
by

in the presence of

Jean V. Kilmore

BY: JAMES F. BURNS (THE ELDER)

J F Burns Sr

BY: JAMES F. BURNS (THE YOUNGER)

J F Burns Jr

BY: CLAYTON R. CARROLL

C Carroll

AFFIDAVIT OF EXECUTION

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

1. That I was personally present and did see James F. Burns, Sr., James F. Burns and Clayton R. Carroll named in the attached instrument, who are 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 City of Calgary in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said James F. Burns, Sr., James F. Burns and Clayton R. Carroll who are in my belief of the full age of eighteen years.

SWORN at City of Calgary)
in the Province of Alberta, this 12th day) Jean V. Kilmore
of December A.D., 19 85)

A Commissioner For Oaths in and for the Province of Alberta

A Commissioner for Oaths in and
for the Province of Alberta

LR 200A (07-78)

My Commission expires December 23, 19 87

We, James F. Burns Sr., AFFIDAVIT

James F. Burns Jr. and
I, Clayton R. Carroll of Calgary
in the Province of Alberta, Executives (Occupation) MAKE OATH AND SAY:

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

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

OR
That neither ourselves nor our spouses have
myself nor my spouse for 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. ~~101~~
dated the ~~day of~~ day of ~~1984~~

SWORN at City of Calgary
in the Province of Alberta
this ~~12th~~ day of ~~December~~ A.D., 19 ~~84~~

A Commissioner for Oaths in and for the Province of Alberta
PETER OWEN CHOPP

A Commissioner for Oaths in and
for the Province of Alberta
My Commission expires December 20, 19 ~~87~~

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

- This document was acknowledged before me by _____
apart from her husband (or his wife).
- _____ acknowledged to me that she (or he):-
 - is aware of the nature of the disposition (or agreement);
 - 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;
 - 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;
 - 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