

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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AN AGREEMENT BETWEEN

85-103568

JAMES F. BURNS (THE ELDER)
AND JAMES F. BURNS (THE YOUNGER)
AND CLAYTON R. CARROLL

JUN 25

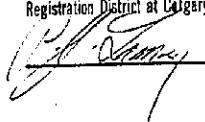
'85

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
SALRD

The City of Calgary Land Department
File No. 3817

7-15

3817
NEX 24, 23-1-5
(LOWSE)
(RIVERBEND)
POLE ANCHOR

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

(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:

PLAN RIVERBEND CALGARY

8510611

BLOCK J.J.

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
wires, cables, guy wires, anchors and supports for poles used in the transmission of electrical energy,
telephone and telecommunication lines (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 reasonable 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.

C.R.W. to Pole Anchor Sites on Plan 8510612

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 (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 1

APPROVED	
LAND	<i>[Signature]</i>
PLANNING	
ENGINEER	
ELECTRIC SYSTEM	
AS TO FORM	<i>[Signature]</i>
SOLICITORS	
COUNCIL	

THE CITY OF CALGARY

[Signature]
DIRECTOR OF LAND, LAND DEPARTMENT

[Signature]
CITY CLERK

SIGNED, and SEALED
by

in the presence of

[Signature]

BY: JAMES F. BURNS

[Signature]

BY: JAMES F. BURNS

[Signature]

BY: CLAYTON R. CARROLL

[Signature]

AFFIDAVIT OF EXECUTION

CANADA) I, Jean V. Kilmore of Calgary
PROVINCE OF ALBERTA) in the Province of Alberta, Secretary (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) *[Signature]*
of February A.D., 1985)

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

LR 200A (07-78) A Commissioner for Oaths in and for the Province of Alberta - 2 -
My Commission expires December 20, 1987

We, James F. Burns, Sr., AFFIDAVIT

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

1. That I am the 2 we are the persons (for duly appointed agent)
acting under power of attorney in my favour dated the day of
A.D., 19 87, granted by the 1 named in the within (or annexed)
instrument.

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

OR
ourselves nor our spouses have
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. 1
dated the day of 19 87

SWORN at the City of Calgary)
in the Province of Alberta)
this 12th day of DECEMBER A.D., 19 87 .)

A Commissioner for Oaths in and for the Province of Alberta

A Commissioner for Oaths in and
for the Province of Alberta

My Commission expires December 28, 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

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