

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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ACCESS EASEMENT AGREEMENT
CONDITION OF SUBDIVISION OR DEVELOPMENT PERMIT
THE CITY OF CALGARY IS NOT A PARTY TO THE AGREEMENT
INDIVIDUAL(S) OR CORPORATION

THIS ACCESS EASEMENT AGREEMENT dated on the 9 day of June 2026
2026.

BETWEEN:

THE CITY OF CALGARY,
a corporation having offices and carrying on business
In the City of Calgary, in the Province of Alberta

("the Grantor")

- and -

THE CITY OF CALGARY,
a corporation having offices and carrying on business
In the City of Calgary, in the Province of Alberta

("the Grantee")

ACCESS EASEMENT AGREEMENT

RECITALS:

WHEREAS the Grantor is the registered owner of the Servient Lands;

AND WHEREAS the Grantee is the registered owner of the Dominant Lands;

AND WHEREAS pursuant to the Grantor's subdivision application file number **SB2024-0431** the City approved the development of the Servient Lands subject to certain conditions of approval, including a condition requiring the parties enter into an Access Easement Agreement and register such agreement concurrently with the registration of the final subdivision plan;

AND WHEREAS the Grantor intends to grant an access easement over the Servient Lands in favour of the Dominant Lands;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the payment of Ten Dollars (\$10.00) from the City to the Grantor, the approval of **SB2024-0431** and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the provisions of this Agreement to be performed, kept and observed by the parties as herein provided, **THE PARTIES AGREE AS FOLLOWS:**

1. DEFINITIONS

- 1.01 In this Agreement, the following words and phrases when capitalized shall have the following meanings:
- (a) **"Access Easement Area"** means that portion of the Servient Lands which lies within the access right of way plan, registered as Plan number 2611339 ;
 - (b) **"Agreement"** means this Access Easement Agreement and all amendments thereto, together with all the above recitals and schedules attached hereto;
 - (c) **"Development or Subdivision Authority"** means a person or body appointed as a Development Authority or a Subdivision Authority as contemplated by and in accordance with the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended;
 - (d) ✓ **"Dominant Lands"** means the lands owned by the Grantee and legally described as:
 PLAN 261 1334
 BLOCK 36
 LOT 2
 EXCEPTING THEREOUT ALL MINES AN MINERALS
 - (e) **"Effective Date"** means the date at the top of this agreement;
 - (f) **"Grantee"** means the registered owner(s) from time to time of the Dominant Lands, or any portion thereof, and their successors and assigns and any subsequent purchasers or transferees of the Dominant Lands;
 - (g) **"Grantor"** means the registered owner(s) from time to time of the Servient Lands, or any portion thereof, and their successors and assigns and any subsequent purchasers or transferees of the Servient Lands;
 - (h) **"Manager, Development Engineering"** means the City employee appointed to the position of Manager, Development Engineering, or the individual authorized to act in his place generally or for the purpose of administering this Agreement;
 - (i) **"Servient Lands"** means the lands owned by the Grantor and legally described as:
 ✓ PLAN 261 1334
 BLOCK 36
 LOT 1
 EXCEPTING THEREOUT ALL MINES AN MINERALS
 - (j) **"Term"** has the meaning ascribed in Clause 2 hereof.

2. TERM OF AGREEMENT

- 2.01. The Grantor and City agree that this Agreement and the rights and privileges granted herein comes into full force and effect on the Effective Date and continues for as long as required by the Manager, Development Engineering. This consent may be extinguished with the consent of the Manager, Development Engineering which may be obtained through an application in writing to the Manager, Development Engineering accompanied by a registerable discharge of easement and a copy of the certificate of title downloaded or obtained from Alberta Land Titles within one week of submission of the application.

3. ACCESS EASEMENT

- 3.01 Subject to Clause 7.01, the Grantor grants to the Grantee for the use of the Grantee (including its nominees, appointees, contractors, subcontractors, officers, servants, tenants, agents, employees, and invitees) in common with the Grantor, the non-exclusive right, privilege and easement, in, across, through and over the Access Easement Area, and to and from the Dominant or Servient Lands, as may be necessary, at any time, without notice, for the following purposes:

- (a) vehicular access; **AND**
- (b) pedestrian access; **AND**
- (c) parking.

- 3.02 The Grantor shall retain a right of egress and ingress in, through on and over the Access Easement Area subject to any restrictions contained in this Agreement.

4. GRANTOR COVENANTS

- 4.01 Grantor covenants and agrees that it shall not:

- (a) do any act or thing that would damage the Access Easement Area or infrastructure located thereon or which could interfere in any way with the Grantee's rights pursuant to this Agreement;
- (b) change or permit a change to be made to the existing surface grade of the Servient Lands in such a manner that could interfere in any way with the Grantee's rights pursuant to this Agreement;
- (c) build, erect, plant or maintain or permit to be built, erected, planted or maintained on or near the Access Easement Area any building, fence, structure, including a cafe and/or sign, tree, shrub, vegetation, landscaping or other works which could interfere in any way with the Grantee's rights pursuant to this Agreement.

- 4.02 The Grantor and Grantee agree to pay their proportionate share of all municipal taxes and assessments which are levied against the Servient Lands and Dominant Lands, including the Access Easement Area.

5. CONSTRUCTION AND MAINTENANCE OF ACCESS EASEMENT AREA

- 5.1 The Grantor and the Grantee are jointly and severally responsible for the construction, operation, and maintenance, which includes snow removal and repair of the Access Easement Area, to a good operating condition.

6. ASSIGNMENT ON DISPOSITION AND POSTPONEMENT

- 6.01 Concurrent with the assignment, sale or transfer of the entirety of the Servient Lands or any interest therein by which the rights and obligations under this Agreement are assigned, sold or transferred, the Grantor shall cause its assignee, purchaser or transferee to enter into an Assumption Agreement duly executed by the assignee, purchaser or transferee, in a form acceptable to the Grantee, which shall provide for the assumption by such assignee, purchaser or transferee of all of the obligations imposed by this Agreement with respect thereto, at which time the assignor, vendor or transferor shall be deemed to be released from such obligations.

7. GENERAL

- 7.01 Notwithstanding Clause 3.01, the Grantor shall take reasonable measures to restrict access to the Access Easement Area until such time as the Access Easement Area is safe and fit for the purpose of the easement as set out at Clause 3.01.
- 7.02 If any provision of this Agreement or application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, other than such term, shall be valid and enforced to the extent permitted by law.
- 7.03 This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Alberta.
- 7.04 No action shall lie against either the Grantor or the Grantee for damages, for breach of any one or more of the covenants contained in this Agreement unless the Grantor or Grantee were, at the time of the alleged breach, an owner of either the Servient or Dominant Lands. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.
- 7.05 Throughout this Agreement, the singular shall include the plural and the masculine shall include the feminine as the case may be, and vice versa. Should the Grantor or Grantee at any time and from time to time comprise two or more persons, each such person shall be jointly and severally bound with the other and others for the performance of the obligations of the Grantor or Grantee of such rights.

- 7.06 The parties hereby acknowledge and agree that every obligation or duty imposed upon them under this Agreement shall constitute a covenant, whether expressed as covenant or not.
- 7.07 All obligations contained herein, although not expressly covenants shall be deemed to be covenants running with the Dominant Lands and Servient Lands.
- 7.08 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, successors in title and assigns.
- 7.09 Nothing in this Agreement shall relieve the Grantor from compliance with all applicable municipal bylaws, laws or regulations established by any other government authority which may have jurisdiction over the Servient Lands.
- 7.10 This Agreement does not constitute a development permit or any other permit issued by the City.
- 7.11 The parties acknowledge and agree that this Agreement is to be registered against title to the Servient Lands.
- 7.12 The parties acknowledge and agree that the parties shall not discharge this Agreement from title to the Servient Lands without the written consent of the Manager, Development Engineering obtained through an application in writing to the Development or Subdivision Authority for consent to distinguish this Access Easement Agreement which application must be accompanied by a registerable discharge of easement and a copy of the certificate of title downloaded or obtained within one week of submission of the application.
- 7.13 The parties acknowledge that the failure to obtain the written consent of the Manager, Development Engineering before discharging this agreement from title to the Servient Lands may result in enforcement procedures being taken under Section 43(d) of The City of Calgary Land Use Bylaw, as amended and Section 645 and 656 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, including the suspension or cancellation of the development permit, if any, and the issuance of a stop orders. Request for such consent may be sent to the following address:

To the City: The City of Calgary
 Development Engineering – Mobility (#8037)
 800 Macleod Trail S.E.
 Calgary, Alberta T2P 2M5
 Fax: (403) 268-3636
 Attention: Coordinator, Mobility Generalists

With a copy to: The City of Calgary
 Law, Legal Services (#8053)
 12th Floor, 800 Macleod Trail S.E.
 Calgary, Alberta T2P 2M3
 Fax No.: (403) 268-4634
 Attention: Manager, Planning & Real Estate Section

- 7.14 The failure of the Grantee at any time to require strict performance by the Grantor of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Grantee of the performance of any obligation hereunder be taken or held to be a waiver of the performance of any other obligation herein.
- 7.15 The Grantee's waiver of all or any portion of this Agreement must, without the exception, be in writing and signed by the Manager, Development Engineering, and any action that fails to comply with this requirement shall under no circumstances to be considered or construed to be a waiver.
- 7.16 The parties acknowledge and agree that the covenants contained herein are deemed to be, and shall be, covenants running with the Dominant and Servient Lands, and shall be registered by the Grantor against title to the Servient Lands.
- 7.17 Time shall be of the essence of this Agreement.
- 7.18 The above recitals and attached schedules shall form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement to be effective on the Effective Date.

APPROVED AS TO CONTENT	INITIALS
Bus. Unit: Real Estate & Development Services Name: <u>Jennifer Theriault</u>	JT
APPROVED AS TO FORM BY LAW, LEGAL SERVICES	INITIALS
Name: <u>Keldraugh Lindsay</u> File: <u>PLR/ESD/022</u>	KL

APPROVED AS TO CONTENT	INITIALS
Bus. Unit: <u>Real Estate & Development Services</u> Name: <u>Jennifer Theriault</u>	JT
APPROVED AS TO FORM BY LAW, LEGAL SERVICES	INITIALS
Name: <u>Keldraugh Lindsay</u> File: <u>PLR/ESD/022</u>	KL

THE CITY OF CALGARY

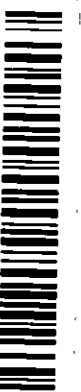
Per: [Signature]
 Manager, Land & Asset Management
 Real Estate & Development Services

Per: [Signature]
 City Clerk: Katarzyna Martin
 City Clerk
 JUN 09 2026

THE CITY OF CALGARY

Per: [Signature]
 MANAGER, LAND & ASSET MANAGEMENT

Per: [Signature]
 City Clerk: Katarzyna Martin
 City Clerk
 JUN 09 2026



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