

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ORDER NUMBER: 57846533

ADVISORY

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EASD

CAVEAT

FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT:

Take Notice that **THE CITY OF CALGARY** a body corporate carrying on business in the City of Calgary, in the Province of Alberta, claims an interest in the following Lands under and by virtue of an Overland Drainage Easement and Restrictive Covenant dated the 2nd day of April, 2026 and made between **THE CITY OF CALGARY** as Grantor and **THE CITY OF CALGARY**, a copy of which is attached as Schedule "A", and forms part of this Caveat:

PLAN 261 1334
BLOCK 4
LOTS 13 TO 17
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands")

standing in the register in the name of: **THE CITY OF CALGARY**

It forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

It appoints Law, Legal Services, Municipal Building, 12th Floor, 800 Macleod Trail S.E., Calgary, Alberta, T2G 2M3 as the place at which notices and proceedings relating hereto may be served.

DATED this 24th day of March, 2026

THE CITY OF CALGARY
By its Agent in that behalf


MANAGER, LAND & ASSET MANAGEMENT
REAL ESTATE & DEVELOPMENT SERVICES ✓

CANADA
PROVINCE OF ALBERTA
TO WIT:

) I, Rhonda Dupuis
) of the City of Calgary, in the Province of Alberta,
) MAKE OATH AND SAY:

- (1) That I am an authorized agent for the above named Caveator; and
- (2) That I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta,)
this 24 day of March, 2026.)

Ju Munt)
)
)
)
)

[Signature]

Commissioner for Oaths in and for the Province of Alberta
Commission Expires:

✓
A Commissioner for Oaths
in and for Alberta
JENNIFER E. THERIAULT
My Appointment Expires August 30, 2027

SCHEDULE "A" TO CAVEAT

This Agreement made as of the 2 day of April, 2006.

BETWEEN:

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

("the Grantor")

- and -

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

("the City")

OVERLAND DRAINAGE EASEMENT AND RESTRICTIVE COVENANT

WHEREAS the Grantor is the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests, if any, of the lands legally described in Schedule "A" attached hereto (the "Lands");

WHEREAS the Approving Authority approved the subdivision or development of the Lands on the condition, amongst other things, that the Grantor enter into this Agreement;

WHEREAS the City is the owner of the streets, lanes and public reserves adjacent to the Lands;

WHEREAS Section 68 (1) of the *Land Titles Act* R.S.A. 2000 c .L-4, provides that an owner may grant to himself an easement or restrictive covenant for the benefit of land which he owns and against land which he owns and the easement or restrictive covenant may be registered under the said Act; and

WHEREAS the Grantor does in consideration of the sum of Ten (\$10.00) dollars and other good and valuable consideration, the receipt and whereof is hereby acknowledged, agree as follows.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. In this Agreement, including this paragraph, unless the context otherwise requires:

- (a) "Approving 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;
- (b) "Benefited Lands" means any one or more of the Parcels in favour of which an easement is granted under the Agreement;
- (c) "Burdened Lands" means the Parcels which are the subject of an easement under this Agreement;
- (d) "Manager, Development Engineering" means the Manager of the Development Engineering section of the City, appointed pursuant to the provisions of the *Municipal Government Act*, R.S.A. 2000 M-26, or the person authorized to act on his or her behalf, either generally or for the purposes of this Agreement;
- (e) "Easement Area" means that portion or portions of the Parcels described in Schedule "B" attached hereto;
- (f) "Parcel" means any one of the parcels of land or any of those portions of parcels of land described in the Lands;
- (g) "Parcels" means all of the parcels of land and all of any portion of parcels of land described in the Lands;
- (h) "Overland Drainage Facility" means any facility or facilities for the drainage or control of storm water including without restricting the foregoing:
 - (i) a grass swale;
 - (ii) a concrete or asphalt walkway, gutter or swale;
 - (iii) a drainage control fence or structure; and
 - (iv) the sloping and contouring of land to facilitate the drainage or control of storm water;
- (i) "Owner" means the registered owner of any one or more of the Parcels and "Owners" has a comparable meaning.

2. Subject to the terms and conditions herein contained, the Grantor as registered owner in fee simple of the Parcels does for itself and its successors-in-title and assigns HEREBY COVENANT AND AGREE AND GRANT unto itself for the benefit of the Benefited Lands and unto the City, as owner of the streets, lanes and public reserves adjacent to the Lands, the following rights, privileges and easement in, under, over, across and through the Burdened Lands
- (a) to construct, operate, inspect, maintain, repair and replace an Overland Drainage Facility in, under, over, across and through the Easement Area;
 - (b) to alter the surface grades on any of the Burdened Lands so that such surface grades conform to the surface grades approved by the Manager, Development Engineering for such lands; and

- (c) for the Owners of the Benefited Lands, the Grantor, the City and their employees, contractors, servants and agents, to have ingress and egress and to pass and to repass over those portions of the Burdened Lands which and only for so long as such portions are not occupied by a building or structure other than a fence, either on foot or by means of vehicles or necessary machines whatsoever, and to remain on any such portion of the Burdened Lands, in order to exercise any of the rights herein granted provided always that such rights shall be exercised in a manner so as to cause as little damage as reasonably practicable to existing landscaping;
- 3. An Overland Drainage Facility shall only be constructed in a manner and at the location approved by the Manager, Development Engineering.
- 4. Notwithstanding anything elsewhere contained herein, an Owner other than the Grantor or the City, shall not exercise any of the rights granted in paragraph 2 or in paragraph 8 with respect to any Parcel, unless such Owner has first obtained a judgement from a Court of competent jurisdiction declaring that the Owner of the Parcel has failed to comply with a notice given pursuant to paragraph 7.
- 5. The Grantor covenants and agrees for itself and its successors in title that, with respect to the Burdened Lands, it will not:
 - (a) build, erect or maintain nor permit or suffer to be built, erected or maintained on the Easement Area any building or structure (except for the Overland Drainage Facility or a fence which does not obstruct the flow of water through the Overland Drainage Facility) that would prevent, restrict or interfere with construction, operation, inspection, maintenance, replacement or repair of the Overland Drainage Facility;
 - (b) cause, permit or maintain any deviation from the surface grades approved for the Burdened Lands by the Manager, Development Engineering;
 - (c) plant or maintain on the Easement Area any trees, shrubs or landscaping which would or could prevent, restrict or interfere with the exercise of any of the rights herein granted;
 - (d) cause or permit any interference with, alteration to, removal of or damage to the Overland Drainage Facility;
 - (e) suffer or permit dirt, fill, loam, gravel, paper debris, plant material, snow, ice or slush to accumulate on the Burdened Lands in such a manner that:
 - (i) the surface grades approved by the Manager, Development Engineering are altered to the extent that, in the opinion of the Manager, Development Engineering, the drainage of the Benefited Lands is adversely affected; or
 - (ii) the use or operation of the Overland Drainage Facility is interfered with, restricted or prevented.

6. Any person entitled to carry out any of the aforesaid operations will do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the Owner or occupier of the Burdened Lands as is reasonably 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 within the Easement Area, other than grass, shall be deemed to be impracticable. When exercising a right pursuant to paragraph 2(b), the person carrying out such operations shall not be required to replace any trees, shrubs or landscaping, other than grass.
7. The Owner of the Burdened Lands upon which an Overland Drainage Facility or portion thereof has been constructed or installed shall, at its expense, maintain and repair in good operating condition that portion of the Overland Drainage Facility constructed or installed on any Parcel owned by such Owner.
8. If any Owner of the Burdened Lands:
 - (a) fails to maintain or repair the Overland Drainage Facility as required in paragraph 6; or
 - (b) alters or maintains any surface grades other than those approved by the Manager, Development Engineering;

the City, the Grantor or any Owner of the Benefited Lands may, at its option, serve a notice in writing on the Owner of the Burdened Lands requiring such Owner to remedy the default within such reasonable period of time as may be specified in the notice.

9. Subject to paragraph 4, if the Owner of the Burdened Lands fails to remedy such default within the time specified in the notice referred to in paragraph 7, the person who gave the notice shall have the right (but not the obligation under this Agreement) to enter upon the Burdened Lands and remedy the default at the expense of such Owner of the Burdened Lands. The Owner of the Burdened Lands shall, upon demand, forthwith reimburse such person for all expenses incurred in remedying the default.
10. In the event of any emergency related to or caused by the Overland Drainage Facility, the City, the Grantor and any one or more of the Owners of the Benefited Lands, or any of them, shall have the right (but not the obligation under this Agreement) to enter upon such portion of the Burdened Lands as is reasonably necessary to rectify the situation and take such action as is reasonably necessary to rectify the situation, all at the expense of such Owner of the Burdened Lands. The Owner of the Burdened Lands shall, upon demand, forthwith reimburse the person who incurred such expenses.
11. Any and all Owners of the Benefited Lands shall indemnify and save harmless the Grantor and the City against all actions, claims and demands which may be made or brought against the Grantor or the City by reason of anything done by such owners,

or any of them, in the exercise of the rights, privileges and liberties herein granted, or anyone using the easement, with the express or implied permission of such owner or occupier of the benefited Lands, it being expressly understood and agreed that all persons using the easement do so entirely at their own risk.

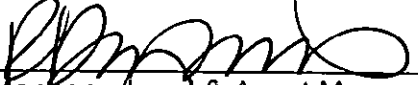
12. Where more than one person enters into this Agreement as Grantor, all of the agreements, covenants, terms, provisions, and conditions contained herein shall be construed as being both joint and several with respect to each such person.
13. Where the context so requires, the singular number shall be read as if the plural were expressed and the masculine or neuter gender as if the masculine, feminine or neuter were expressed.
14. If any covenant or term of this Agreement or the 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 in force to the extent permitted by law.
15. This easement and the covenants, restrictions and conditions herein contained are and shall be deemed to be covenants running with the Parcels and annexed to the Parcels and this Agreement, including all of the covenants, terms and conditions herein contained, shall extend to and be binding upon and enure to the benefit of the owners of the Parcels and their respective heirs, executors, administrators, successors-in-title and assigns;
16. It is declared and agreed that the rights, privileges and easements granted to the City hereunder are granted to the City by virtue of its ownership of streets, lanes and public reserves adjacent to the Parcels.
17. The recitals set forth above shall form part of this Agreement to the same extent as if repeated herein at length.
18. Schedules "A" and "B" attached hereto shall form part of this Agreement.
19. Notwithstanding any provision contained in this Agreement to the contrary, any charge or lien which may be registered pursuant to the terms hereof shall in any event be subordinate to and is hereby postponed to each and every mortgage and every mortgage and every other security relating to the relevant Parcel and to each and every advance made thereunder, whenever and however granted.
20. Time shall, in all respects, be of the essence of this Agreement.
21. Any notice, communication or request to be given to the Grantor or the Owners hereunder shall be in writing by registered mail, postage prepaid or by personal delivery to such person at the address for such person currently shown on the tax rolls of the City provided that if postal service is interrupted by strikes, slowdown or other cause the notice, communication or request shall be personally delivered to ensure prompt receipt.

22. No action shall be commenced against any person for damages or otherwise for breach of any one or more of the covenants contained in this agreement which are alleged or proven by a Court of competent jurisdiction to be in breach of this Agreement, unless such person is registered as owner of the Burdened Lands in respect of which the breach has occurred at the time of commencement of the action. This covenant shall constitute an absolute defence of any such action and may be pleaded as such.

IN WITNESS WHEREOF the parties have executed this agreement under seal as evidenced by the signatures of their properly authorized officers in that behalf, as of the day and year first above written.

APPROVED AS TO CONTENT	INITIALS
Bus. Unit: Real Estate & Development Services Name: <u>Jennifer Theriault</u>	
APPROVED AS TO FORM BY LAW, LEGAL SERVICES	INITIALS
Name: Jennifer Ndirangu File: <u>PEEP003730</u>	

THE CITY OF CALGARY

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

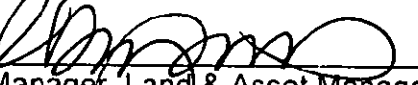
Per: 
 City Clerk

Andrew Brouwer
 Acting City Clerk

APR 02 2026

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Bus. Unit: Real Estate & Development Services Name: <u>Jennifer Theriault</u>	
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Name: Jennifer Ndirangu File: <u>PEEP003730</u>	

THE CITY OF CALGARY

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

Per: 
 City Clerk

Andrew Brouwer
 Acting City Clerk

APR 02 2026

SCHEDULE "A"
TO OVERLAND DRAINAGE AND RESTRICTIVE COVENANT

PURSUANT TO SECTION 68 (1) OF THE *LAND TITLES ACT* R.S.A. 2000 c.L-4

Those portions of the land legally described as follows:

PLAN 261 1334
BLOCK 4
LOTS 13 TO 17
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"
TO OVERLAND DRAINAGE AND RESTRICTIVE COVENANT

PURSUANT TO SECTION 68 (1) OF THE *LAND TITLES ACT* R.S.A. 2000 c.L-4

The Easement Area is that portion or portions of the Parcels (set out in the Lands) shown or identified on the right-of-way plan which has been registered at the Land Titles Office for the South Alberta Registration District as:

PLAN 261 1337
EXCEPTING THEREOUT ALL MINES AND MINERALS



261212513

261212513 REGISTERED 2026 07 20

CAVE - CAVEAT

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