

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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771077471

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ADVISORY

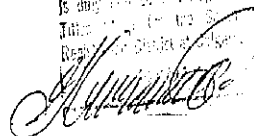
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Dated 77-1077471 A.D. 19

Jan 14 '77
THE CITY OF CALGARY

To The City of Calgary

I hereby certify that the within instrument
is duly executed and recorded in the City
of Calgary in the presence of the following
Witnesses:
Receivd by the City of Calgary


The City of Calgary Land Department
File No. _____

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The City of Calgary,
a municipal corporation
in the Province of Alberta

#1877 Radisson Heights
N 1/2 Sec 16-24-29/4.
GEN. 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:

Plan Radisson Heights Calgary 7710234,
Block 13,
Lot 1,
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:

That portion of the said Lot 1, which lies within the
40 foot utility right-of-way as shown on Plan
Excepting thereout all Mines and Minerals.

771-0887

(RAM now in plan)
(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, 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 will not 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 any of the rights and privileges herein granted.

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 her heirs, executors, administrators, successors and assigns (the Grantor its successors and assigns).

MAR 10 1977

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 caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf, at the City of Calgary in the Province of Alberta this 16 day of March A.D., 1977

APPROVED	
LAND	<input checked="" type="checkbox"/>
PLANNING	<input checked="" type="checkbox"/>
ENGINEER	<input checked="" type="checkbox"/>
INSURANCE	<input checked="" type="checkbox"/>
LEGAL	<input checked="" type="checkbox"/>

MAR 10 1977

THE CITY OF CALGARY,

DIRECTOR OF LAND, LAND DEPARTMENT

CITY CLERK

SIGNED, SEALED and DELIVERED
by

in the presence of

BY: THE CITY OF CALGARY

Director of Land, Land Department

City Clerk

MAR 16 1977

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 _____ and _____ 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 before me at _____)
in the Province of _____)
this _____ day of _____ A.D., 19 _____)

A Commissioner for Oaths in and for the Province of Alberta.