

Date:

Name or Company Name:

Address:

City and Postal Code:

**RE: Environmental Report pertaining to Constellation Industrial Park Phase 1A**

At your request, The City of Calgary (the “City”) hereby agrees to provide you with a copy of the following environmental reports in respect of the Property:

- i) *Phase II Environmental Site Assessment dated April 6, 2020 prepared by Clifton Associates Ltd.*

(collectively the “Report”).

The Report will be provided to you subject to: (1) the terms, conditions and disclaimers contained in the Report(s); and (2) provided you agree to receive the Report on a confidential basis and on the following terms and conditions:

1. The Report is prepared for the sole benefit of the City and cannot be relied upon by you or any other third party;
2. A copy of the Report has been provided to you as a courtesy;
3. The Report is confidential in nature and as such may not be released or disclosed in whole or in part to any person or other entity with the exception of your legal counsel or your lender, or your environmental/engineering consultant and only then provided that they agree in writing to comply with the terms and conditions of this letter;
4. The Report shall not be used for any purpose other than for part of your due diligence on the acquisition of the Property;
5. The Report is provided on an “as is” basis and without any warranty, express, implied, or otherwise, regarding its accuracy or performance. The City makes no express or implied representation or warranty, whether directly or indirectly, concerning (a) the content, accuracy, or completeness of the Report; (b) the scope, nature or methodology of the investigations on which the Report is based; or (c) the qualifications of the person or entity conducting the assessment or preparing the Report;
6. You will rely upon your own investigation, due diligence and analysis in evaluating and satisfying yourself as to all matters relating to the Report. The City will have no

## ENVIRONMENTAL RELEASE LETTER

liability to you or any other individual, partnership, firm or corporation, directly or indirectly, resulting from or arising out of any use of the Report;

7. You hereby release and discharge the City and all employees, agents thereof, from all liability for any direct, indirect, incidental or consequential, special or exemplary damages resulting from the use of, or reliance upon the Report or any portion thereof; and
8. At the written request of the City, you shall forthwith return the Report to the City. You shall not make any additional copy of the Report without the prior written consent of the City, such consent may be arbitrarily withheld.

Please confirm your acknowledgement and acceptance of the foregoing terms and conditions by signing the acknowledgement at the bottom of this letter and returning to the undersigned via email.

Upon receipt of the executed letter, we will forward you a copy of the Report.

Yours truly,

Real Estate Sales, Real Estate & Development Services  
The City of Calgary

ACKNOWLEDGED AND AGREED this: \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
signature

Name or Company Name: \_\_\_\_\_