

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

241068985

ORDER NUMBER: 49961549

ADVISORY

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THIS AGREEMENT made effective this 20th day of December, 2023.

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")

SPECIAL UTILITY AGREEMENT

WHEREAS the Grantor is the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as noted in this Agreement or as endorsed on the existing Certificate of Title of lands legally described as:

SEE ATTACHED SCHEDULE 'A'

("the Lands")

AND WHEREAS the Grantor does in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, give, grant, transfer and make over unto 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 IDENTIFIED AS R/W
'B' WHICH LIE WITHIN THE RIGHT-OF-WAYS AS SHOWN ON PLAN 24/ 0606

EXCEPTING THEREOUT ALL MINES AND MINERALS

("the Right-of-Way")

for the digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating storm sewer, 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 its agents, nominees, appointees, contractors, subcontractors, officers, servants, employees and assigns.
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 workmanlike manner and will cause or do as little damage and inconvenience to the owner or occupier of the said lands, as is reasonable, 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, landscaping other than grass, shall be deemed to be impracticable.
5. The Grantor covenants 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.
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 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 (the Grantor, its successors and assigns).

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>Sherry Shimerk</u>	<u>AS</u>
APPROVED AS TO FORM BY LAW, LEGAL SERVICES	INITIALS
Name: Jennifer Ndirangu File: <u>P10888</u>	<u>JN</u>

THE CITY OF CALGARY

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

(Corporate Seal)

Per: K. Martin
City Clerk
Katarzyna Martin
City Clerk
DEC 29 2023

APPROVED AS TO CONTENT	INITIALS
Bus. Unit: Real Estate & Development Services Name: <u>Sherry Shimerk</u>	<u>AS</u>
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THE CITY OF CALGARY

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

(Corporate Seal)

Per: K. Martin
City Clerk
Katarzyna Martin
City Clerk

DEC 29 2023

SCHEDULE 'A'

LOTS 2, 3 AND 6MR, BLOCK 8

ALL ON PLAN **2410605**

EXCEPTING THEREOUT ALL MINES AND MINERALS



241068985

241068985 REGISTERED 2024 03 08
UTRW - UTILITY RIGHT OF WAY
DOC 6 OF 23 DRR#: F001ZY3 ADR/DSLUMSKI