

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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6752KT .

ORDER NUMBER: 50777478

ADVISORY

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6752KT

Dated A.D. 19

6045

156 N 98

2-2



To The City of Calgary

The City of Calgary

REG. FEE	5.00
LOTS	
EX. NEW	
EX. CERTS	
NEW TITLE	
CERT. COPY	
TOTAL FEE	5.00
CLERK	J.P.
CHARGE TO	LAND DEPT

The City of Calgary Land Department
File No.

I certify that the within instrument
 is duly Entered and Registered in the Land
 Titles Office for the South Alberta Land
 Registration District at Calgary, in the 32
 Province of Alberta, at
 o'clock 8 M., on the 8
 day of Jan A.D. 1911
 as number 6752 Book KT
 Folio 197
 Registrar
 SALR

DESCRIPTION
DEC 30 1970
DATE
SURVEYOR TO THE L.T.O.

(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:

The North East Quarter of Section 16, Township 24, Range 29, West of the 4th Meridian, in the Province of Alberta, as described and contained in Certificate of Title 156 N 98

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 above described which lies within the Utility Line Right of Way as shown on Utility Plan Calgary _____ J.K.

Excepting thereout all Mines and Minerals.

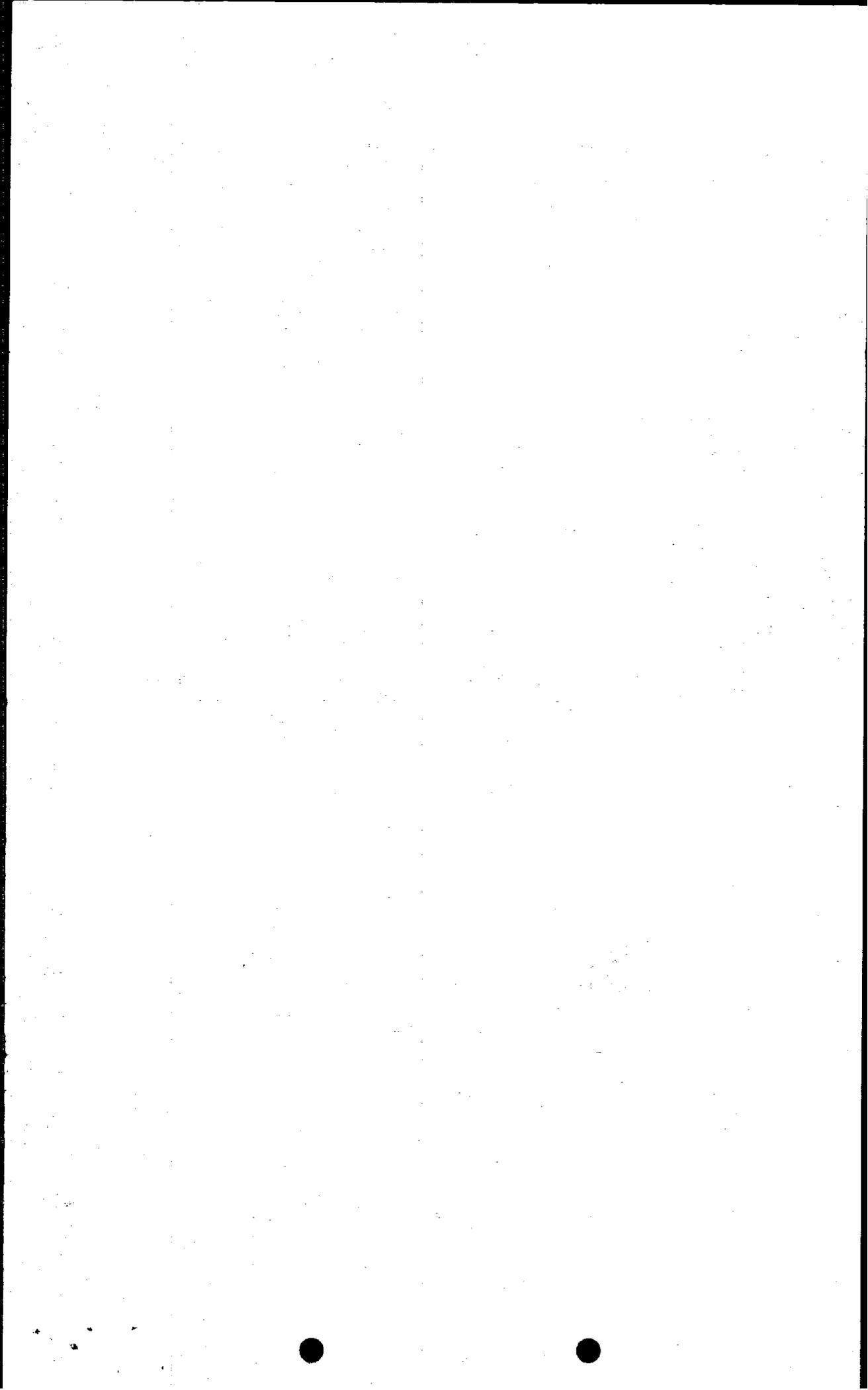
7976 JK

(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

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 is/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
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 said lands 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.

10-6 STRIP ON PLAN 1-2



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

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 his (their) hand and seal (the Grantor has hereunto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf), at Calgary in the Province of Alberta this 29 day of May A.D., 19 70.

APPROVED	
LAND	<i>[Signature]</i>
PLANNING	
ENGINEER	
AS TO FORM SOLICITORS	<i>[Signature]</i>
COUNCIL	

THE CITY OF CALGARY

[Signature]
SUPERINTENDENT, LAND DEPARTMENT

[Signature]
CITY CLERK

MAY 29 1970

SIGNED, SEALED and DELIVERED)
by)
in the presence of)
_____)

BY: ALBERTA MINING CORPORATION LTD.
[Signature] PRESIDENT
[Signature] SECRETARY TREASURER

AFFIDAVIT OF EXECUTION

CANADA) I, _____ of _____
PROVINCE OF ALBERTA) in the Province of Alberta, _____ (Occupation)
TO WIT) MAKE OATH AND SAY:

- 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.
- That the same was executed at the _____ of _____ in the Province of Alberta, and that I am the subscribing witness thereto.
- That I know the said _____ and _____ in my belief of the full age of twenty-one 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:

- 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.
- 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 _____)

