

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

141135733

ORDER NUMBER: 27584303

ADVISORY

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THIS MUTUAL ACCESS EASEMENT AGREEMENT dated for reference March 27, 2014.

BETWEEN:

THE CITY OF CALGARY

and

THE CITY OF CALGARY

THIS MUTUAL ACCESS EASEMENT AGREEMENT WITNESSES THAT, in consideration of the sum of TEN (\$10.00) DOLLARS now paid by the Block 4 Owner to the Block 5 Owner and paid by the Block 5 Owner to the Block 4 Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) and the provisions of this Agreement to be kept, observed and performed by the parties as herein provided, **THE PARTIES COVENANT AND AGREE AS FOLLOWS:**

1. DEFINITIONS AND INTERPRETATION

1.01. In this Agreement, the following words and phrases when capitalized shall have the following meanings:

- (a) "Access Easement Area" means the Block 4 Easement Area and the Block 5 Easement Area;
- (b) "Access Roadway" means the driveway located within the Access Easement Area;
- (c) "Agreement" means this mutual access easement agreement, all attached schedules, and any subsequent amendments hereto;
- (d) "Block 4" means those lands legally described as Plan 9612303, Block 4, Excepting Thereout all Mines and Minerals;
- (e) "Block 4 Easement Area" means that portion of Block 4 which lies within the access right of way plan registered in the Alberta Land Titles Office as Plan No. 1411247, a copy of which is attached hereto as Schedule "A";

- (f) "Block 4 Owner" means the registered owner(s) from time to time of Block 4, or any portion thereof, and their heirs, successors and assigns and/or any subsequent purchasers or transferees of Block 4;
- (g) "Block 5" means those lands legally described as Plan 9612303, Block 5, Excepting Thereout all Mines and Minerals;
- (h) "Block 5 Easement Area" means that portion of Block 5 which lies within the access right of way plan registered in the Alberta Land Titles Office as Plan No. 1411247, a copy of which is attached hereto as Schedule "A";
- (i) "Block 5 Owner" means the registered owner(s) from time to time of Block 5, or any portion thereof, and their heirs, successors and assigns and/or any subsequent purchasers or transferees of Block 5
- (j) "Effective Date" means April 15, 2014;
- (k) "Government Authority" means any federal, provincial, municipal or other governmental body, agency, tribunal or authority having jurisdiction and lawfully empowered to make or impose laws, bylaws, rules or regulations with respect to Block 4, Block 5 and the parties obligations hereunder;
- (l) "Lands" means collectively, Block 4 and Block 5;
- (m) "Ongoing Maintenance" means the constructing, inspecting, operating, repairing, maintaining, insuring and replacing of the Access Roadway; and
- (n) "Term" has the meaning ascribed in Article 2 herein.

1.02. The captions and headings in this Agreement are for convenience of reference only and shall not be considered when interpreting the provisions of this Agreement. All references in this Agreement to articles, sections and schedules refer to the corresponding articles, sections and schedules of this Agreement.

1.03. All schedules attached to and referenced in this Agreement are acknowledged as having been reviewed by the parties hereto, shall be deemed to form part of this Agreement and shall be binding upon the parties hereto.

1.04. All references shall be in Canadian Dollars.

1.05. Any reference in this Agreement to a statutory enactment of any Government Authority shall include all amendments thereto and substitutions from time to time.

1.06. This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Alberta.

1.07. The parties covenant and agree for themselves, their successors in title and assigns to observe and be bound by the covenants contained herein, provided that the said covenants shall be binding upon the parties and their respective successors in title and assigns only while and so long as it or they are and remain the owner or owners of their respective Lands, provided, however, that the parties shall be and remain bound by their obligation to indemnify each other herein in respect of any circumstance or thing relating to or arising during their ownership of the Lands.

2. TERM

2.01. The Block 4 Owner and the Block 5 Owner agree that this Agreement and the rights and privileges granted herein comes into full force and effect on the Effective Date and continues for as long as the Access Easement Area is required by the parties.

3. GRANT OF EASEMENT

3.01. Subject to the terms and conditions of this Agreement and the reservations herein contained:

- (a) The Block 4 Owner, on behalf of itself and every transferee from it and every person deriving title to Block 4, does hereby grant, convey, give, transfer and set over to the Block 5 Owner, every transferee from it and every person deriving title from it, together with its employees, officers, tenants, contractors, subcontractors, licensees, servants, agents and invitees, for the benefit of and appurtenant to Block 5, the non-exclusive right, privilege and easement in, across, through and over the Block 4 Easement Area, at all times hereafter, without notice, for the purpose of:
 - (i) vehicular access; and
 - (ii) pedestrian access.

- (b) The Block 5 Owner, on behalf of itself and every transferee from it and every person deriving title to Block 5, does hereby grant, convey, give, transfer and set over to the Block 4 Owner, every transferee from it and every person deriving title from it, together with its employees, officers, tenants, contractors, subcontractors, licensees, servants, agents and

invitees, for the benefit of and appurtenant to Block 4, the non-exclusive right, privilege and easement in, across, through and over the Block 5 Easement Area, at all times hereafter, without notice, for the purpose of:

- (i) vehicular access; and
- (ii) pedestrian access.

3.02. The Block 4 Owner and the Block 5 Owner shall at all times retain the right of egress and ingress on and over that portion of the Access Easement Area upon its own land, including during any construction and maintenance periods. The Block 4 Owner and the Block 5 Owner shall not place or construct any structure or improvement on the Access Easement Area which restricts its usage.

4. MUTUAL COVENANTS

4.01. The Block 4 Owner and the Block 5 Owner covenant and agree that that they shall not:

- (a) do any act or thing that would damage the Access Easement Area or infrastructure located thereon or which could interfere in any way with the Block 4 Owner's or the Block 5 Owner's rights pursuant to this Agreement;
- (b) change or permit a change to be made to the existing surface grade of the Block 4 Easement Area and/or the Block 5 Easement Area in such a manner that could interfere in any way with the Block 4 Owner's or the Block 5 Owner's rights pursuant to this Agreement;
- (c) build, erect, plant or maintain or permit to be built, erected, planted or maintained on the Access Easement Area any building, fence, structure, tree, shrub, vegetation, landscaping or other works which could interfere in any way with the Block 4 Owner's or the Block 5 Owner's rights pursuant to this Agreement; and
- (d) In exercising any of their rights under this Agreement, the Block 4 Owner and the Block 5 Owner themselves and their invitees, employees, patrons, students, licensees, tenants, contractors, subcontractors, officers, servants, agents or workmen (in this clause collectively referred to as the "Indemnifying Party") hereby indemnifies and saves harmless the other party, its invitees, employees, patrons, students, licensees, contractors, subcontractors, officers, servants, agents or workmen (in this clause collectively referred to as the "Indemnified Party") from and against all claims, damages, debts, dues, suits, actions and causes of action, costs

or sums of money that the Indemnified Party may suffer or be put to by reason of the negligence, willful misconduct or breach of this Agreement by the Indemnifying Party, or for anything done or omitted to be done by the Indemnifying Party in the exercise of the rights, privileges, and easements granted hereunder.

4.02. The Block 4 Owner and the Block 5 Owner agree to pay their proportionate share of all municipal taxes and assessments which are levied against the Block 4 Easement Area and the Block 5 Easement Area.

5. CONSTRUCTION AND MAINTENANCE OF ACCESS EASEMENT AREA

5.01. The parties agree that the Block 5 Owner shall be responsible for Ongoing Maintenance of the Access Roadway. The parties agree to share the costs for such Ongoing Maintenance. The Block 4 Owner agrees to reimburse the Block 5 Owner for FIFTY (50%) PERCENT of the Ongoing Maintenance costs incurred by the Block 5 Owner. The Block 4 Owner shall pay their proportionate share of the Ongoing Maintenance costs within THIRTY (30) DAYS of receipt of a detailed invoice from the Block 5 Owner for same.

5.02. If the Block 5 Owner fails to complete any required Ongoing Maintenance, the Block 4 Owner may, but is not obliged to, do such Ongoing Maintenance or cause such Ongoing Maintenance to be carried out. The Block 5 Owner agrees that it shall reimburse the Block 4 Owner FIFTY (50%) of the costs incurred by the Block 4 Owner within THIRTY (30) DAYS of receipt of a detailed invoice from the Block 4 Owner for same.

5.03. In the event that the Block 4 Owner and the Block 5 Owner are unable to agree on a standard of maintenance for the Access Roadway the parties agree that the standard of maintenance shall be determined through arbitration pursuant to the *Arbitration Act (Alberta)*.

5.04. Notwithstanding anything contained herein, the Block 4 Owner and the Block 5 Owner agree that in the event of a case of the negligence or the willful act of one of them (the "Negligent Party"), or the Negligent Party's agents, tenants,

employees, officers, contractors, licensees, servants, subcontractors or invitees, that requires repairs to be made or causes the partial or total destruction of the Access Roadway, then the cost of repairs or reconstruction shall be borne wholly by the Negligent Party.

5.05. The parties hereto, in exercising and performing their respective rights, privileges and obligations under this Agreement, will do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the other party and the other party's property as is possible.

5.06. The parties agree, at their own cost and expense, to keep that portion of the Access Easement Area upon its own land reasonably clean and free from accumulations of weeds, garbage, ice and snow.

6. NOTICES

6.01. Any notice required or permitted to be given hereunder shall be sent by personal delivery or by prepaid registered mail to the address (or addresses in the event the Block 4 owner or the Block 5 owner is comprised of more than one party) noted on the then current Certificate of Title for the lands owned by the recipient of such notice. Any notice sent by personal delivery shall be deemed to be to have been received on the date of delivery and any such notice sent by prepaid registered mail shall be deemed to have been received on the third (3rd) business day after the date it was mailed. During any interruption of threatened interruption in postal service, any notice shall be personally delivered.

7. GENERAL PROVISIONS

7.01. Notwithstanding Section 3.01, the Block 4 Owner and the Block 5 Owner shall take reasonable measures to restrict access to the Access Easement Area until such time as the Access Easement Area is safe and fit for the purpose of the easement as set out at Section 3.01.

7.02. If any provision of this Agreement or 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 enforced to the extent permitted by law.

7.03. The covenants and other obligations of the Block 4 Owner contained in this Agreement shall not be binding upon any person deriving title from or under the Block 4 Owner except in respect of breaches committed or continued during the time it holds title to Block 4 or the part thereof upon or in respect of which such breaches have been committed, subject to compliance with the provisions of the Agreement. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.

7.04. The covenants and other obligations of the Block 5 Owner contained in this Agreement shall not be binding upon any person deriving title from or under the Block 5 Owner except in respect of breaches committed or continued during the time it holds title to Block 5 or the part thereof upon or in respect of which such breaches have been committed, subject to compliance with the provisions of the Agreement. This covenant shall constitute an absolute defence to any such action and may be pleaded as such

7.05. Throughout this Agreement, the singular shall include the plural and the masculine shall include the feminine as the case may be, and vice versa. Should the Block 4 Owner or the Block 5 Owner at any time and from time to time comprise two or more persons, each such person shall be jointly and severally bound with the other and others for the performance of the obligations of the Block 4 Owner or the Block 5 Owner of such rights.

7.06. The parties hereby acknowledge and agree that every obligation or duty imposed upon them under this Agreement shall constitute a covenant, whether expressed as a covenant or not.

7.07. All obligations contained herein, although not expressly covenants shall be deemed to be covenants running with Block 4 and Block 5.

7.08. The provisions of this Agreement shall be binding and enure to the benefit of the parties hereto and their respective successors, successors-in-title and permitted assigns.

7.09. Nothing in this Agreement shall relieve the Block 4 Owner or the Block 5 Owner from compliance with all applicable municipal bylaws, laws or regulations established by any other Government Authority which may have jurisdiction over Block 4 or Block 5.

7.10. This Agreement does not constitute a development permit or any permit issued by The City of Calgary. Nothing in this Agreement shall constitute the granting by The City of Calgary, of any approval or permit as may be required pursuant to the *Municipal Government Act (Alberta)* or any other legislation in force in the Province of Alberta. Nothing in this Agreement restricts The City of Calgary, its municipal council, its officers, employees or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a Government Authority.

7.11. The parties acknowledge and agree that this Agreement is to be registered against title to Block 4 and Block 5.

7.12. In respect of covenants and agreements benefiting Block 4, Block 4 shall be the dominant tenement and Block 5 shall be the servient tenement. In respect of covenants and agreements benefiting Block 5, Block 5 shall be the dominant tenement and Block 4 shall be the servient tenement.

7.13. This Agreement shall be interpreted and governed by the laws of the Province of Alberta.

7.14. Every provision of this Agreement by which a party is obligated in any way shall be deemed to include the words "at the expense of the party" unless the context or otherwise requires, or as otherwise agreed to by the parties.

7.15. If any party is prevented from carrying out any of its obligations, or is delayed in the performance of such obligations by reason of strikes, lock-outs, government restrictions, acts of God, unavailability of materials, labour and similar causes, all beyond the reasonable control of the party in question and such delay renders it uncertain and unlikely that such party can perform its obligations within the same time provided, then the time for carrying out or performing such obligations on the part of such party shall be extended for a reasonable time, which shall not be greater than the length of the delay caused by such party's reasonable control.

7.16. Each party shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonable to implement the provisions of this Agreement to their fullest extent.

7.17. The waiver by the Block 4 Owner or the Block 5 Owner of the strict performance of any of the provisions in this Agreement shall not of itself constitute a waiver of or abrogation of any other provision nor waiver or abrogation of any subsequent breaches of the same.

7.18. Time shall be of the essence of this Agreement.

7.19. This Agreement, together with Schedule "A" Easement Plan constitutes the entire agreement between the parties in respect of the grant of the easement and the Block 4 Owner and the Block 5 Owner agree that there are no other provisions, agreements or collateral agreements affecting the easement or this Agreement except as are expressly contained in this Agreement. All previous verbal or written agreements, if any, are hereby terminated and rendered null and void.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

APPROVED	
As to Content Corporate Services	<i>JB</i>
As to Form Law	<i>JB</i>

THE CITY OF CALGARY

Per: *Paul Amintore*
 Director
 Office of Land Servicing & Housing

Per: *Susan [Signature]*
 City Clerk (seal)

MAY 27 2014

THE CITY OF CALGARY

Per: *Paul Amintore*
 Director
 Office of Land Servicing & Housing

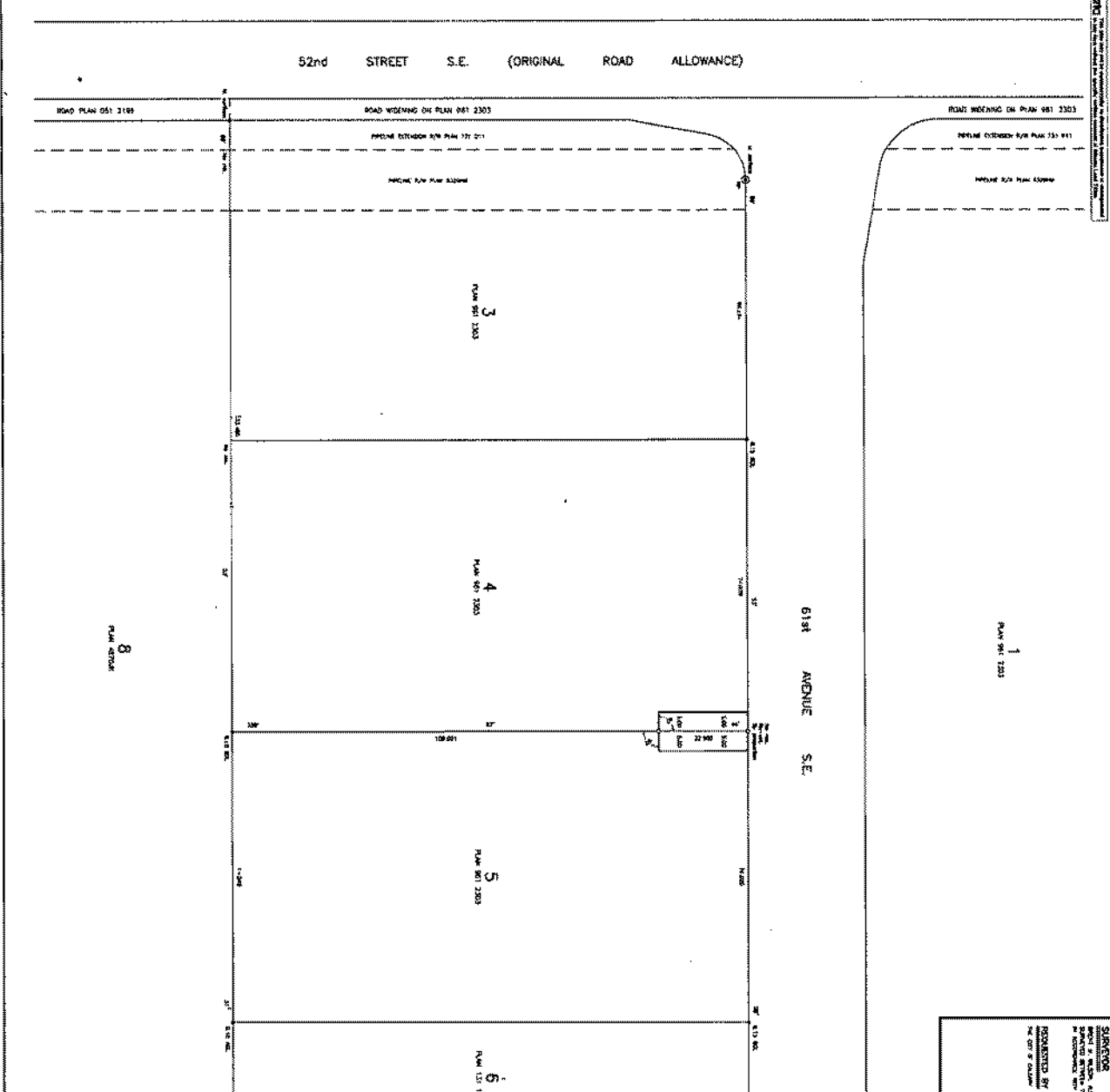
Per: *Susan [Signature]*
 City Clerk (seal)

MAY 27 2014

WOS F S YAM

WOS F S YAM

ACCESS RIGHT OF WAY PLAN



REGISTERED SOUTH ALBERTA LAND RESTORATION DISTRICT

PLAN NO. 1411247

ENTERED AND REGISTERED ON April 25, 2014

INSTRUMENT NO. 141 098 268

C.L. Blackbourn A.D. REGISTRAR

REGISTERED BY PLAN 961 2303

REGISTERED BY PLAN 131 1514



CITY OF CALGARY
 PLAN SHOWING SURVEY OF
 ACCESS RIGHT OF WAY
 AFFECTING PORTION OF
 BLOCKS 4 AND 5, PLAN 961 2303
 WITHIN THE
 S.W. 1/4 SEC. 35, TWP. 23, RGE. 29, W. 4M.
 SCALE: 1:500
 B.M. WILSON, ALS 2014

- LEGEND
- 1. EXISTING ROAD RIGHTS OF WAY - 20' WIDE
 - 2. EXISTING ROAD RIGHTS OF WAY - 30' WIDE
 - 3. EXISTING ROAD RIGHTS OF WAY - 40' WIDE
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 - 99. EXISTING ROAD RIGHTS OF WAY - 1000' WIDE

REGISTERED LAND SURVEYOR
 PLAN 1411247
 REGISTERED BY PLAN 961 2303
 REGISTERED BY PLAN 131 1514

RE2741

BETWEEN:

THE CITY OF CALGARY

and

THE CITY OF CALGARY

**MUTUAL ACCESS EASEMENT
AGREEMENT**

The City of Calgary
Law Department

12th Floor, Calgary Municipal Building
800 Macleod Trail SE
Calgary, AB T2G 2M3

(P. O. Box 2100, Station "M" (8053)
Calgary, AB T2P 2M5)

Law File No.: RE2741 (J. Burt)
OLSH File No.: 5353 – 61 AV SE
5391 – 61 AV SE (I. Stark)



141135733

141135733 REGISTERED 2014 06 03
EASE - EASEMENT
DOC 1 OF 1 DRP#: B0E4E1E ADR/DMACNEIL
LINC/S: 0026879072 +