

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ORDER NUMBER: 27933456

ADVISORY

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EASEMENT dated this _____ day of _____
A.D. 1989.

THE CITY OF EDMONTON

to

THE CITY OF EDMONTON

832158780 REGISTERED 1989 5 30
UTRW - UTILITY RIGHT OF WAY
001 OF 0001
ADR/JOLSON

EASEMENT

(1-1)

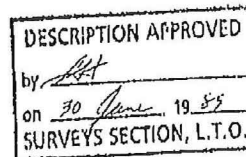
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OFFICE OF THE CITY SOLICITOR
9th Floor, Chancery Hall
EDMONTON, Alberta
T5J 2C3

File 083-035943/JRH

THE LAND TITLES ACT

UTILITY RIGHT OF WAY
(Power Pole Anchor-Ground)



THE CITY OF EDMONTON
(hereinafter called "the Grantor")
being registered owner (or entitled to become registered as owner under an Agreement for Sale or unregistered Transfer or otherwise) of an estate in fee simple, subject however to such encumbrances, liens, and interests as are notified by memorandum underwritten, in all that certain tract of land situate in the Province of Alberta and being:

LOT TWENTY FIVE (25)
IN BLOCK EIGHTEEN (18)
ON PLAN XXIII
EXCEPTING THEREOUT: THE MOST WESTERLY FIVE (5) FEET THROUGHOUT OF SAID LOT
(R. LS. 16 & 18 - EDMONTON)

EXCEPTING THEREOUT ALL MINES AND MINERALS

DOES HEREBY, in consideration of the sum of One Dollar (\$1.00) paid to the Grantor, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions herein contained, grant and transfer unto THE CITY OF EDMONTON (as represented by Edmonton Power and hereinafter called "the Grantee") a right, license, privilege and easement to use that portion of the said lands and premises (hereinafter called "the right-of-way"), more particularly described as follows:

The most northerly one and five tenths meters in perpendicular width throughout of the most easterly nine and one hundred and forty-four thousandths (9.144) meters in perpendicular width throughout of Lot twentyfive.

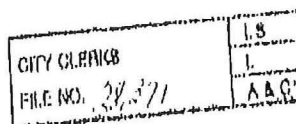
EXCEPTING THEREOUT ALL MINES AND MINERALS

for the laying down, replacing, repairing, maintaining, construction, inspection, operation and removal a pole anchor (power), together with the appurtenances incidental thereto.

1. The said right, license, privilege and easement shall be for as long a period as the Grantor, its successors and assigns or any person or corporation to whom a franchise is granted by the Grantee, may desire to exercise the right, license, privilege and easement hereby given.

2. The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the trimming and removal of all parts of trees.

3. Upon the execution of these presents and at all times hereafter, the Grantee, or any person or corporation to whom it has granted a franchise may enter upon and occupy the right-of-way with its agents, employees, and contractors, and with or without vehicles, machinery and equipment, for the purposes aforesaid.



4. The Grantor gives the Grantee a right of access to the said right-of-way for the purposes aforesaid, across the remainder of any land against which this utility right-of-way is registered, PROVIDED THAT the said right of access shall be used only in cases of necessity; and PROVIDED THAT the Grantee, its successors and assigns, or any person or corporation to whom a franchise is granted by the Grantee, pays reasonable compensation to the then owner of such property for any damage occasioned thereby.

5. The Grantor agrees that any utilities or appurtenances to be constructed, installed and maintained over, under or through the said right-of-way by any person or corporation to whom a franchise is granted by the Grantee shall remain chattels, and notwithstanding any rules of law to the contrary, shall remain the sole and exclusive property of such person or corporation.

6. The Grantor shall not without the prior written consent of the Grantee excavate, drill, install, erect or permit to be excavated, drilled, installed or erected over, under or through the said right-of-way, any pit, foundation, pavement, building, fence, sidewalk, or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said right-of-way except as the same may in any way conflict with the purposes of the Grantee.

7. The Grantor shall request, in writing, from the Grantee, the prior written consent required under or authorized to be given under this utility right-of-way. Such request shall be sent by registered mail addressed to the City at:

City Engineer
c/o City Hall
1 Sir Winston Churchill Square
Edmonton, Alberta
T5J 2K7

8. The Grantee by performing and observing the covenants and conditions herein contained shall peaceably hold and enjoy all the rights, privileges, liberties and covenants hereby granted without hindrance, molestation or interruption from the Grantor or any person claiming through, under or for the Grantor.

9. The Grantor agrees that the Grantee shall, without the consent of the Grantor, have the right to assign to any person or corporation to whom a franchise is granted, in whole or in part within the utility right of way, the right to use the same.

10. The Grantee shall at all times hereafter indemnify and keep the Grantor indemnified against all actions, claims and demands that may be lawfully brought or made against the Grantor by reason of anything done by the Grantee, its agents or contractors, in the exercise or purported exercise of the right, license, privilege and easement hereby granted.

11. The Grantee shall install, construct, operate and maintain any utility lines or systems in a workmanlike manner so as to minimize damage to the right-of-way, and shall, where practicable, after any such work restore the right-of-way to substantially the original level and condition or, at the Grantor's option, to a modified level or condition consistent with the Grantee's use of the right-of-way; however, no guarantees are implied that after levelling subsequent subsidence will not occur, provided such subsidence is not as a result of the Grantee installing, constructing, operating or maintaining any utility lines or systems in a non-workmanlike manner.

12. The Grantee, or its successors and assigns, shall compensate the Grantor for reasonable damage to buildings, fences or other structures belonging to the Grantor arising out of activities requisite for the enjoyment of the rights herein granted and if at any time hereafter the Grantee, or any person or corporation acting on its behalf, shall deem it necessary to move or destroy any fences situate on the right-of-way and belonging to the Grantor, then the Grantee or its successors and assigns shall replace the said fences in substantially the original condition and position.

13. The person securing this right-of-way for the Grantee has no authority to make any agreement, covenant or promise on its behalf not herein specifically shown and this instrument is delivered and accepted upon the distinct understanding that the consideration herein above stated is the sole consideration and inducement for the execution hereof.

14. This utility right-of-way is and shall be of the same force and effect to all intents and purposes as a covenant running with the land and thence forward, including all the covenants and conditions herein contained, shall extend to, be binding upon, and avail to the benefit of the executors, administrators, successors and assigns of the Grantor and the Grantee respectively; and wherever the singular or masculine in word the name shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require.

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IN WITNESS WHEREOF the parties hereto have set their hands and seals by their proper officers in that behalf on the 9th day of June, A.D. 1989.

APPROVAL:

As to Form:

[Signature]
Office of the City Solicitor

As to Content:

[Signature]

THE CITY OF EDMONTON

[Signature]
for MAYOR

[Signature]
CITY CLERK

[Signature]
CITY ENGINEER

THE CITY OF EDMONTON

EDMONTON ENGINEERING DEPT. ROADWAYS ENGINEERING BRANCH	
Checked By: <u>[Signature]</u>	Date: <u>June 22/89</u>
Approved By: <u>[Signature]</u>	Date: <u>June 24/89</u>

EDMONTON POWER
T & D
ENGINEERING DIVISION
CAD. # 734456.13
ORIGINATOR I.B.R.D.