

→ 59

LANDSCAPE SLOPE  
(AREA "D")  
URW PLAN 122-5115

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**122421098**

**ORDER NUMBER: 22666106**

**ADVISORY**

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Neighbourhood: **HOLLYCK KENYON**  
Stage: **10D**

Utility Right-of-Way  
Landscape Slope

**The Land Titles Act**

Utility Right-of-Way  
("URW")

**THIS AGREEMENT MADE BETWEEN:**

**The City of Edmonton**  
(the "City")

- and -

**The City of Edmonton**  
(the "Owner")

**WHEREAS:**

A. The Owner is the registered owner, or is entitled to become the registered owner under an Agreement for Sale or unregistered Transfer or otherwise, of the land legally described as:

PLAN 122- 5114  
BLOCK 32  
LOTS 56, 57 AND 59  
EXCEPTING THEREOUT ALL MINES AND MINERALS

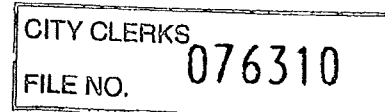
(the "Land").

B. The Owner has agreed to grant to the City a URW across all or a portion of the Land in accordance with the terms and conditions contained in this Agreement.

**THEREFORE** the Owner and the City agree as follows:

**1. GRANT**

1.1 The Owner grants to the City the right to use that portion of the Land being described as follows:



HOLL100714

M-3001d (Template A: Landscape Slope  
new Sept.17, 2012

All that portion of the Land shown as Area "D" on Utility Right of Way Plan 122- 5115

(the "Right-of-Way"); for the installation, construction, operation, inspection, maintenance, repair, removal and replacement of a landscape slope, including the placement of topsoil and erosion controlling ground cover materials and together with any appurtenances incidental thereto as may be required by the City (the "Landscape Slope").

1.2 The City may exercise its right to use the Right-of-Way in the manner stated in this Agreement for as long a period as the City may desire to exercise the right.

## **2. FEE**

2.1 The City shall pay the Owner the sum of One Dollar (\$1.00 exclusive of Goods and Services Tax) (the "Fee"), the receipt of which is acknowledged by the Owner. The payment of the Fee by the City is the sole consideration and inducement for the execution of this Agreement by the Owner and is the total compensation payable by the City to the Owner for the right to use the Right-of-Way as stated in this Agreement.

## **3. RIGHT OF ACCESS**

3.1 The City shall have the right to do whatever may be required for the enjoyment of the rights granted under this Agreement, which without limiting the generality of the foregoing shall include:

- (a) the trimming and removal of trees, shrubs flowerbeds and ground cover material;
- (b) the installation of erosion controlling ground cover materials in accordance with best management practices as outlined in the City's Erosion and Sedimentation Control Guidelines (as may be amended from time to time).

3.2 The City may enter the Right-of-Way with its agents, employees, contractors, vehicles, machinery or equipment, for the purpose of exercising the rights granted pursuant to this Agreement.

3.3 The City shall have a right of access to the Right-of-Way for the purposes of exercising the rights granted under this Agreement, across the remainder of the Land. This right of access shall be used only in cases of necessity as determined by the City. The City shall pay reasonable compensation to the Owner for any damage caused by the City, its agents, employees, and contractors in the exercise of the right of access as granted to the City under this Clause 3.3.

## **4. LANDSCAPE SLOPE**

4.1 The City shall exercise its rights granted under this Agreement so as to minimize damage to the Land.

HOLL100714

M-300ld (Template A: Landscape Slope  
new Sept. 17, 2012

4.2 The City shall not be responsible for any damages caused by subsidence after leveling is completed, provided the subsidence does not occur as a result of the negligence on the part of the City. Notwithstanding the foregoing, or Clause 7.1, the City shall only be obligated to compensate the Owner for damage to buildings or improvements that may be placed within the Right-of-Way, and arising from the exercise by the City of its rights under this Agreement, provided that the City has given its written consent pursuant to Clause 5.1 to the placement of such buildings or improvements within the Right-of-Way.

4.3 Should the City decide that it has no further need of the Right-of-Way, the City may abandon the Right-of-Way. Upon abandonment, the City shall have no further obligation or liability to the Owner pursuant to this Agreement.

## **5. OWNER'S USE OF RIGHT-OF-WAY**

5.1 The Owner shall not, without the prior written consent of the City, stockpile, excavate, drill, install, erect, construct or place above, on or under the Right-of-Way, any flowerbed, loose mulch, bark chips or small granular bed covers, concrete or asphaltic pavement, building, shed, fencing other than the existing subdivision screen fencing, pit, sidewalk, retaining wall or other structure or improvement. The Owner shall not permit any of these activities to occur by others without the City's prior written consent.

The roof eaves and eavestroughs of buildings are allowed to be constructed and to permanently protrude up to 0.8 of a metre into the Right-of-Way.

5.2 The Owner shall not alter the surface grade level of the Right-of-Way or the Landscape Slope in any manner.

5.3 The Owner shall not plant any trees or shrubs within the Right-of-Way.

5.4 The Owner shall not position, or allow the positioning of, any roof downspouts such that roof rainwater discharges toward or onto the Right-of-Way.

5.5 The Owner shall not use the Right-of-Way in any manner which may conflict with the rights of the City as granted to the City pursuant to this Agreement.

5.6 The Owner shall be responsible for the maintenance of the Right-of-Way, including but not limited to such items as grass cutting, clean-up, weed control, and replacement and repair of the Landscape Slope within the Right-of-Way in such a manner that it shall be suitable at all times for the City's use as permitted by this Agreement. The Owner shall commence any maintenance directed by the City to maintain the Right-of-Way within sixty (60) days of receiving written notification and shall complete the maintenance within a reasonable period.

5.7 Should the Owner decide to replace any wood fencing on the Right-of-Way, the Owner shall reconstruct a double boarded timber fence in accordance with the details shown on the City-approved Scheffer Andrew Ltd. drawing number 78902-08, hereby attached as Schedule "A".

## 6. ENVIRONMENTAL OBLIGATIONS

6.1 The City and the Owner shall comply with all legislation dealing with environmental issues related to the Right-of-Way including, but not limited to, the Environmental Protection and Enhancement Act R.S.A. 2000 Ch. E-12 and its regulations or any successive legislation.

6.2 The responsibility of the City and the Owner with respect to environmental obligations, as required by this Agreement, shall continue to be enforceable during and after the termination of this Agreement.

## 7. INDEMNITY AND COMPENSATION

7.1 Except for the negligence of the Owner, its employees, agents, contractors and for those persons for whom the Owner is responsible in law, the City shall:

- (a) be liable to the Owner for; and
- (b) indemnify and save harmless the Owner, its servants, agents and employees from and against;

any and all claims, suits, actions, demands, expenses, damages and costs which may be brought or made against the Owner or which the Owner may pay or incur by reason of any breach, violation or non-performance by the City of any covenant, term or provision of this Agreement, or by reason of the negligence of the City, its employees, agents, contractors and for those persons for whom the City is responsible in law, in the exercise of the rights as granted to the City under this Agreement

## 8. QUIET ENJOYMENT

8.1 The City by performing and observing the terms and conditions of this Agreement shall peaceably hold and enjoy all the rights granted under this Agreement, without hindrance or interruption from the Owner or any person claiming through, under or from the Owner.

## 9. ADDRESS FOR CONSENT

9.1 Any prior written consent required to be obtained from the City pursuant to this Agreement shall be obtained by delivering the request to the City by registered mail, postage prepaid, addressed as follows:

General Manager  
Sustainable Development Department  
8th Floor, HSBC Bank Place  
10250-101 Street NW

Edmonton, Alberta T5J 3P4

## **10. DISPUTE RESOLUTION**

10.1 In the event of a determination by either party in regard to a matter in dispute between the City and the Owner as to the interpretation or effect of any of the terms or conditions of this Agreement, the determination shall be conclusively deemed to have been accepted by the parties, unless, within ten (10) days of the determination, a party shall give written notice to the other party (the "Arbitration Notice") of their desire to have the matter in dispute resolved by arbitration.

10.2 Within seven (7) days of receipt of the Arbitration Notice, the parties shall mutually appoint an arbitrator (the "Arbitrator"). In the event that the parties shall fail to agree on the appointment of the Arbitrator, then either party may, on written notice to the other, apply to the President of the Alberta Arbitration and Mediation Society to name the Arbitrator.

10.3 The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.

10.4 Except as modified by this Agreement, the provisions of the Arbitration Act R.S.A. 2000 Ch. A-43, as amended, shall apply.

## **11. GENERAL**

11.1 There are no conditions, either subsequent or precedent, except as stated in this Agreement. This Agreement is the entire agreement between the City and the Owner and no representations or warranties have been made by the City, except as stated in this Agreement.

11.2 The City shall, without the consent of the Owner, have the right to assign to any person or corporation to whom a franchise is granted, or to any person, partnership, trust, government, agency or corporation, the right to use the Right-of-Way, in whole or in part, in accordance with the terms and conditions contained in this Agreement.

11.3 This Agreement is and shall be of the same force and effect to all intents and purposes as a covenant running with the Land.

11.4 If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term and condition shall be valid and be enforced to the fullest extent permitted by law.

11.5 In this Agreement:

- (a) the word "shall" is to be read and interpreted as mandatory;
- (b) the word "may" is to be read and interpreted as permissive; and

- (c) the word "Owner" shall be read and interpreted as meaning an individual, a partnership, a corporation, a trust, an unincorporated organization, a government, or any department or agency thereof, and the heirs, executors, administrators or other legal representatives of any individual.

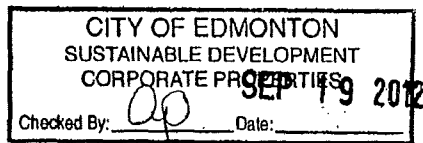
11.6 The City agrees that no taxes, rates, assessments, charges, levies or impositions of any kind or nature of any governmental authority shall be payable by or placed upon the Owner in relation to any use of the Right-of-Way by the City pursuant to this Agreement, and if any such taxes, rates, assessments, charges, levies or impositions shall be levied, imposed, or placed, the City shall make payment thereof. All taxes or assessments in the nature of sales taxes, goods and services taxes or value added taxes which may be charged, levied or assessed as a result of this Agreement, whether or not such taxes are charged, levied or assessed as against the Owner, shall be the responsibility of the City, and the City shall on written demand by the Owner, pay to the Owner any and all such taxes.

THE CITY AND THE OWNER HAVE EXECUTED THIS AGREEMENT ON  
THE 30 DAY OF October, 2012

APPROVED:

AS TO FORM:

AS TO CONTENT:

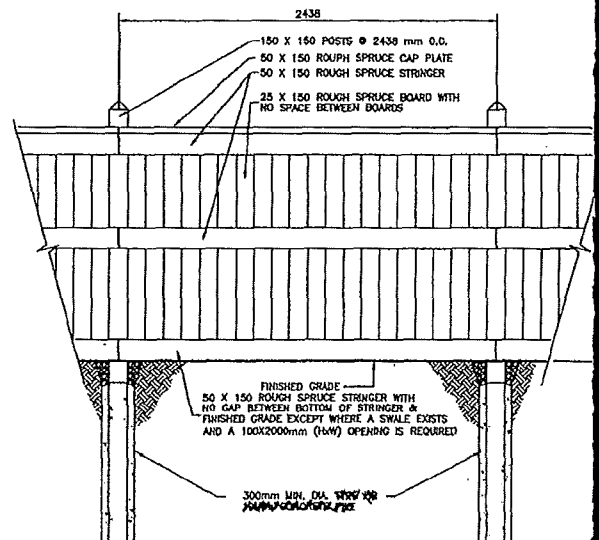
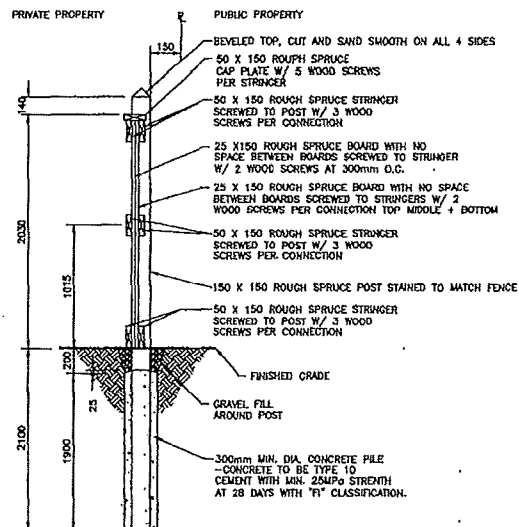
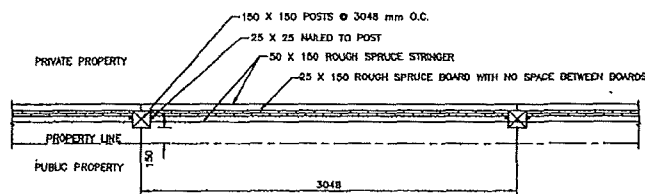
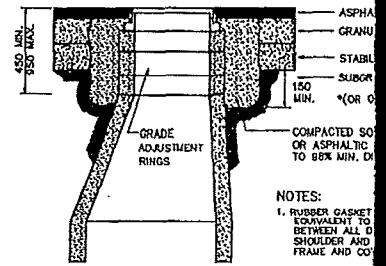
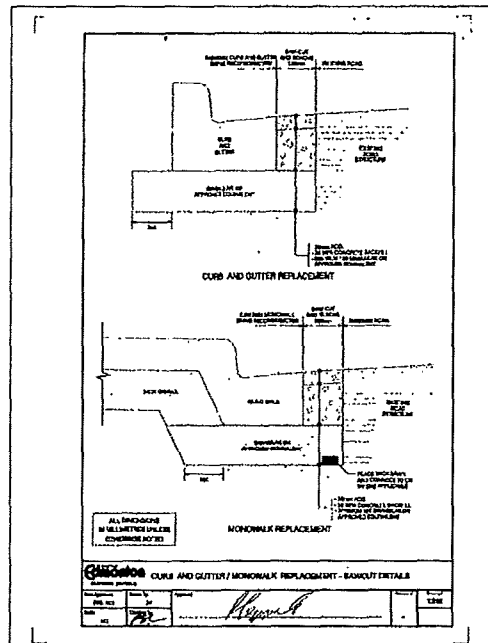


THE CITY OF EDMONTON, as  
Represented by the Director of Land Services  
Section, Corporate Properties Branch,  
Sustainable Development

Per:

(City Seal)

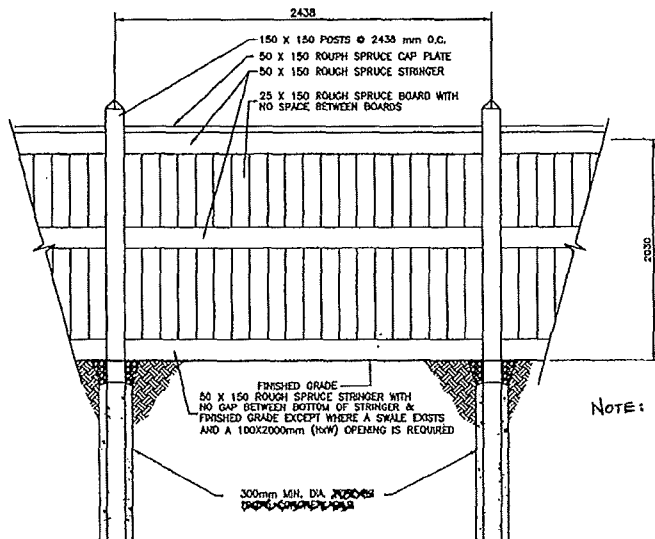
(as the "City")



no.	date	revision / description	checked	rev. no.	redline approval agency	date	permit	engineer
1	2011-02-11	FINAL SUBMISSION	T.L.C.					
2	2010-10-12	FOURTH SUBMISSION	T.L.C.					
3	2010-08-02	THIRD SUBMISSION	T.L.C.	2				
4	2009-07-17	SECOND SUBMISSION	T.L.C.	1				
5	2009-04-07	FIRST SUBMISSION	T.L.C.	0				
<b>APPROVAL</b> Development Engineer, Planning and Development Signature: <i>[Signature]</i> Date: <i>May 25, 2011</i>								<b>PERMIT TO PRACTICE</b> <b>SCHAEFER ANDREW LTD.</b> Signature: <i>[Signature]</i> Date: <i>2011-05-10</i> <b>PERMIT NUMBER: P 1054</b> The Association of Professional Engineers, Geologists and Geophysicists of Alberta



February 2004				Design and Construction Standards			WATER		January 2008
				Index					
				Drawing	Old Ref.	Title	Approved		
				Number	Number				
DRAWINGS									
				2511-02	6102	Standard Trench Bedding for Circular Pipe			Jan 2008
				2511-03	6103	Horizontal Concrete Throat Block Details			Jan 2008
				2511-04	6104	Vertical Bend and Offset Throat Block Detail			Jan 2008
				2511-05	6105	Special Throat Block for Disturbed Areas			Jan 2008
				2511-06	6106	Typical Dead End Up to 300 mm			Jan 2008
				2511-07	6107	Typical Casing and Pipe with Spacer			Jan 2008
				2511-08	6108	Insulation Requirements for Water Mains / Services			Jan 2008
				2511-09	6109	Typical Blow-off Manhole Detail			Jan 2008
				2511-10	6110	Manhole & Paving Ring for Deflection Testing of water Transmission Main			Jan 2008
				2511-11	6111	Typical Flush Point Detail			Jan 2008
				2511-12		450 mm and 600 mm Block and Rail Plug Detail			Jan 2008
				2511-13		Specifications for Meter Settings Without Fire Protection System			Jan 2008
				2511-14		Specifications for Meter Settings With Fire Protection System			Jan 2008
				2511-15		With Horizontal Bypass			Jan 2008
				2511-16		Specifications for Meter Settings With Vertical Bypass			Jan 2008
				2511-17		Specifications for Multiple Meters (Meter Bank)			Jan 2008
				2511-18		Without Fire Protection System			Jan 2008
				2511-19		Specifications for Multiple Meters (Meter Bank)			Jan 2008
				2511-20		With Fire Protection System			Jan 2008
				2511-21		Specifications for Meter Settings With Risk Service			Jan 2008
				2511-22		Typical Installation of a 4" (100 mm) Water Meter			Jan 2008
				2512-01	6201	Valve Casing			Jan 2008
				2512-02	6202/3	Valve Casing Top Section and Plug			Jan 2008
				2512-03	6203	Valve Casing Middle Extensions			Jan 2008
				2512-04	6204	Valve Casing Bottom Section			Jan 2008
				2512-05	6205	Valve Bonnet			Jan 2008
				2512-06	6206	Valve Box Material Detail			Jan 2008
				2512-07	6207	Valve Box Construction Detail			Jan 2008
				2512-08	6208	Valve Casing Detail for Fillable and Granular Material			Jan 2008
				2512-09	6209	Valve Strapped to Tie Details			Jan 2008
				2512-10	6210	Valve Chamber Detail (Plan)			Jan 2008
				2512-11	6211	Valve Chamber Detail (Profile)			Jan 2008
				2512-12	6212	Automatic Air Valve Chamber Detail (Plan)			Jan 2008
				2512-13	6213	Automatic Air Valve Chamber Detail (Profile)			Jan 2008
				2512-14		450 mm to 150 mm Direct Run Butterfly Valve and Air Vents			Jan 2008
				2513-01	6301	Fire Hydrant Placement (Typical)			Jan 2008
				2513-02	6302	Fire Hydrant Protection Placement			Jan 2008
				2514-01	6401	60 mm & Smaller Copper Water Service			Jan 2008
				2514-02	6402	20 mm & 25 mm Composite Water Service			Jan 2008
				2514-03	6403	Service Box Detail for 20mm, 25mm Water Service			Jan 2008
				2514-04	6404	Service Box Detail for 40mm, 50mm Water Service			Jan 2008
				2514-05	6405	Single Service			Jan 2008
				2514-06	6406	Typical Dual Service (One Trench)			Jan 2008
				2514-07	6407	Typical Dual Service for Duplex / Semi-Detached Lots			Jan 2008
				2514-08	6408	Service Extension into Private Property (Beyond Gas Easement)			Jan 2008
				2514-09	6409	100mm to 300 mm Water Service for Unavailable Foundation Condition (Building Abutting Property Line)			Jan 2008
				2514-10	6410	150 mm to 300 mm Water Service for Unavailable Foundation Condition (Building Removed from Property Line)			Jan 2008
				2514-11	6411	Water Bending Requirements			Jan 2008
				2514-12					
				2516-01	6301	Anode Test Station Installation			Jan 2008
				2516-02	6302	Anode Installation - Electrode Welding			Jan 2008
				2516-03	6303	Anode Installation at Hydrant & Connection to Existing Cast Iron Main			Jan 2008
				2516-04	6304	Typical Anode Installation for Box Section used with PVC Water Main			Jan 2008
				2516-05	6305	Test Station Plug Detail			Jan 2008
				2516-06	6306	Anode on 60 mm and Smaller Copper Water Service			Jan 2008
				2516-07	6307	Cathodic Protection Components			Jan 2008
				2516-08	6308	Cathodic Protection - Test Station Connection for Pipelines with Induced Voltage			Jan 2008
				2516-09					



NOTE: ALL TIMBER TO BE SPF#2 OR BETTER'S TO BE TREATED FOR ALL POST/TIMBER IN CONTACT WITH GROUND



STRUCTURAL ENGINEER



P10802 PERMIT NUMBER STAMPS FOR FENCE FOUNDATION ONLY

2030mm DOUBLE BOARDED TIMBER FENCE ELEVATION  
HTS PUBLIC FACE

DATED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

---

The City of Edmonton

to

The City of Edmonton

---

---

Landscape Slope

---

---

The City of Edmonton  
Law Branch  
Corporate Services Department  
9th Floor, Chancery Hall  
3 Sir Winston Churchill Square  
Edmonton, AB T5J 2C3



122421098

122421098 REGISTERED 2012 12 21

UTRW - UTILITY RIGHT OF WAY

DOC 8 OF 8 DRR#: F07BDEB ADR/CRJONES

