

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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932222116 REGISTERED 1993 07 28
EASE - EASEMENT
DOC 5 OF 5 DR#: 4501484 ADR/DCARTER

PUBLIC WALKWAY EASEMENT

THIS EASEMENT AGREEMENT made this 23 day of July, 1993.

BETWEEN:

EDMONTON TELEPHONES CORPORATION
(hereinafter referred to as the "Grantor")

OF THE FIRST PART

- and -

THE CITY OF EDMONTON
a municipal corporation
(hereinafter referred to as the "Grantee")

OF THE SECOND PART

WHEREAS the Grantee is the registered owner of an estate in fee simple in all that certain parcel of land situate in the City of Edmonton and being legally described as follows:

PLAN 2887AQ
BLOCK (C)

EXCEPTING THEREOUT; ALL THAT PORTION DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH EAST CORNER OF THE SAID BLOCK, THENCE
WESTERLY ALONG THE SOUTH BOUNDARY THEREOF TWO HUNDRED AND
NINETY NINE (299) FEET MORE OR LESS TO THE SOUTH EAST CORNER
OF LOT TEN (10) IN BLOCK ONE (1) AS SHOWN ON SAID PLAN,
THENCE NORTHERLY ALONG THE EAST BOUNDARY OF THE SAID LOT
TEN (10) AND OF LOT NINE (9) IN SAID BLOCK ONE (1) TWO
HUNDRED AND FORTY (240) FEET MORE OR LESS TO THE NORTH EAST
CORNER OF THE SAID LOT NINE (9), THENCE WESTERLY ALONG THE
NORTH BOUNDARY OF THE SAID LOT NINE (9) TWO HUNDRED AND
NINETY NINE (299) FEET MORE OR LESS TO THE NORTH WEST CORNER
OF THE SAID LOT NINE (9), THENCE NORTHERLY ALONG THE
PRODUCTION NORTHERLY OF THE WEST BOUNDARIES OF THE SAID
LOTS NINE (9) AND TEN (10) FOUR HUNDRED AND EIGHTY EIGHT
AND FORTY TWO HUNDREDTHS (488.42) FEET, THENCE EASTERLY

AND PARALLEL TO THE SOUTH BOUNDARY OF THE SAID BLOCK (C)
TO THE EAST BOUNDARY THEREOF, THENCE SOUTHERLY ALONG THE
SAID EAST BOUNDARY TO THE POINT OF COMMENCEMENT CONTAINING
3.36 HECTARES (8.35 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the Grantee's land");

AND WHEREAS the Grantor is the registered owner (or entitled to become
registered owner under an Agreement for Sale or unregistered Transfer or otherwise) of an
estate in fee simple in all that certain parcel of land situate in the City of Edmonton and
being legally described as follows:

Plan ~~922~~ 9321928
Lot A
Excepting thereout all mines and minerals

(hereinafter referred to as the "Grantor's land");

AND WHEREAS the Grantor, as owner of the Grantor's land, is desirous of
granting in favour of the Grantee, as owner of the Grantee's land, the rights, licenses,
liberties, privileges and easement as hereinafter provided;

AND WHEREAS the Grantor consents to the use of a certain portion of the
Grantor's land as hereinafter stated, for the purpose of the construction, maintenance and
operation of a public walkway, and bicycle path, together with all amenities thereto, which
amenities may include but are not limited to benches and garbage receptacles; and the use
by the members by the general public of such public walkway and bicycle path on terms
provided herein;

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) paid to the
Grantor by the Grantee, the receipt of which sum is hereby acknowledged by the Grantor,

and of the covenants and conditions herein contained the Grantor and the Grantee hereby agree as follows:

1. The Grantor hereby grants to the Grantee, its agents, servants, workmen and to members of the general public, a perpetual, free and uninterrupted right, license, liberty, privilege and easement in common with all other persons entitled thereto in the manner herein provided to use that certain portion of the Grantor's land namely:

Plan ~~932~~ 9321928

Lot A

Excepting thereout all mines and minerals

As shown on R/W Plan 932 1929

for the purposes of the construction, maintenance and operation of a walkway, and bicycle path (herein referred to as the "Public Walkway"), together with all amenities thereto, and the Public Walkway shall be available to all members of the general public desiring to walk or bicycle on and over the Public Walkway at all times both day and night during each and every day in each and every year that this Easement shall remain in full force and effect; PROVIDED, HOWEVER, that, with the exception of any vehicles of the Grantor, its agents, servants, or employees, and any of the Grantee's emergency service vehicles, including but not limited to police, fire, and ambulance service vehicles, motorized vehicles of any type whatsoever shall not be driven or operated on or over the Public Walkway at any time by any person during the currency of this Easement without the prior written consent of the Grantor, which consent may be arbitrarily withheld.

2. The Grantee hereby covenants and agrees to undertake all construction, and maintenance of the Public Walkway, together with all amenities thereto.
3. The width of the Public Walkway shall be six (6) metres.

4. The rights, licenses, liberties, privileges and easement as granted herein to the Grantee shall be for a period ending at such time as the Grantee may have terminated this Easement by way of written notice to the Grantor and upon discharge by the Grantee of this Easement at the Land Titles Office for the North Alberta Land Registration District.

5. Any notice or request by the Grantor for the written consent of the Grantee or by the Grantee for consent of the Grantor and required to be obtained or authorized to be given under this Easement shall be in writing and sent by registered mail, to the Grantee at:

City Engineer
c/o City Hall
1 Sir Winston Churchill Square
Edmonton, Alberta
TSJ 2R7

and to the Grantor at the address last shown on the Certificate of Title for the Grantor's land.

6. The Grantee shall not assign to any person or corporation, in whole or in part any of the rights, licenses, liberties, privileges and easement as granted to the Grantee pursuant to this Easement without the prior written consent of the Grantor which consent shall not be unreasonably withheld.

7. The person securing for the Grantee the rights, licenses, liberties, privileges and easement as granted to the Grantee pursuant to this Easement, has no authority to make any agreement, covenant or promise on behalf of the Grantee not herein specifically stated.

8. Notwithstanding any other provision contained in this Easement, it is expressly understood and agreed between the Grantee and the Grantor that the Grantee shall and

does hereby indemnify and hold harmless the Grantor, its officers, servants, contractors and agents from and against all losses, claims, demands, payments, suits, judgments or expenses of every nature and description arising out of or in the consequence of the exercise of the rights, licenses liberties, privileges and easement as granted to the Grantee pursuant hereto, excepting only for those actions or claims which arise as a result of the negligent acts of the Grantor, its agents, servants, contractors, employees, licenses and invitees. This Section 8 shall survive the termination of this Easement.

9. Unless a contrary intention appears, the words "Grantor" and "Grantee" shall mean respectively "Grantor", its executors, administrators, successors and/or assigns, and "Grantee", its successors, assigns and/or any person or corporation to whom a franchise is granted by the Grantee.

10. If any term or provision of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement, or the application of such terms or provision of this Easement shall be valid and be enforced to the fullest extent permitted by law.

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

12. The rights, licenses, privileges and easement as hereby granted is and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of the successors and assigns of the Grantor and the Grantee respectively, and the Grantee may register its interest under this Easement and

wherever the singular or masculine is used the same shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so required.

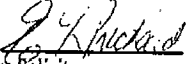
IN WITNESS WHEREOF the parties have set their hands and seals by their proper officers in that behalf on the day and year first above written.

EDMONTON TELEPHONES CORPORATION

Per: 

APPROVED

THE CITY OF EDMONTON

AS TO FORM: 
Office of the City Solicitor


MAYOR

AS TO CONTENT: 
Department Head


CITY CLERK