

APPROVED

As to Form

City Solicitor

As to Contents

Head of Department

Bylaw No. 10110

A Bylaw to approve an Agreement
with Her Majesty the Queen in
Right of the Province of
Alberta Regarding a Sanitary
Pipeline Easement for the
Blackburne Subdivision -
PT 29-51-24-4

WHEREAS it is deemed in the public interest that the Agreement, as hereinafter described, should be approved by City Council.

AND WHEREAS S. 116 of the Municipal Government Act, being chapter M-26, R.S.A. 1980 provides the following:

"Subject to this Act, a council may pass a by-law authorizing the making of an agreement with the Government of Alberta or the Government of Canada, or its agents, for the maintenance, operation and use of a public work, building or campsite, or for the performance of any matter or thing considered by the council and the Government of Alberta or the Government of Canada, or its agents to be a benefit to both parties."

NOW THEREFORE Municipal Council of the City of Edmonton, duly assembled, enacts the following:

1. That City Council approve and authorize the Execution of an Agreement dated the 14th day of April, A.D. 1992, between the City of Edmonton and Her Majesty the Queen in Right of Alberta as represented by the Minister of Public Works attached to and incorporated as part of this Bylaw as Appendix "A";

2. That the Mayor and City Clerk are hereby authorized to execute Appendix "A" on behalf of the City of Edmonton and all relevant officials and employees of the City are directed and authorized to do all those things necessary to implement the said Agreement attached hereto as Appendix "A".

READ a first time the 23 day of June , A.D. 1992;
READ a second time this 23 day of June , A.D. 1992;
READ a third time and duly passed this 23 day of June , A.D. 1992.

THE CITY OF EDMONTON

Deputy
MAYOR

CITY CLERK

E A S E M E N T
(RDA)

APPENDIX "A"

MADE THE 14th day of April A.D. 1992 BETWEEN:

HER MAJESTY THE QUEEN IN THE
RIGHT OF THE PROVINCE OF
ALBERTA, AS REPRESENTED BY
THE MINISTER OF PUBLIC
WORKS, SUPPLY AND SERVICES,
(hereinafter called the "Grantor")

OF THE FIRST PART

- and -

THE CITY OF EDMONTON,
a municipal corporation,
in the Province of Alberta,
(hereinafter called the "Grantee")

OF THE SECOND PART

The Grantor being registered owner 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 composed of those lands described in the attached Schedule "A" as described in Certificates of Title numbered 912029341; 912029341+1; 912029341+2; 912029341+3 and 912114557 (hereinafter called the "said land") in consideration of One (\$1.00) Dollar paid to the Grantor by the Grantee, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Grantee, DOES HEREBY GRANT and transfer to the Grantee an easement and rights over that portion of the said land which is shown on a plan registered in the Land Titles Office as Plan No. 922 1018 (hereinafter called the "Right-of-Way") for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipeline and all such stations, structures, valves, fittings, meters and other equipment and appurtenances (hereinafter called the "works") as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of sewage through or by means of the same, together with the right of ingress and egress

for all purposes incidental to the grant as and from the date of this Agreement, and for so long thereafter as the Grantee, its successors and assigns or any person or corporation to whom a franchise is granted by the Grantee may desire to exercise the rights hereby given, on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee.

FIRST:

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 trees.

SECOND:

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.

THIRD:

The Grantor gives the Grantee a right of access to the said Right-of-Way for the purposes aforesaid, across the remainder of the said lands. PROVIDED that the said right of access shall be used only in cases of emergency as determined by the Grantee, acting reasonably and in good faith.

FOURTH:

The Grantor agrees that the works 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.

FIFTH:

The Grantor shall not without the prior written consent of the Grantee, excavate, drill, install, erect or plant, or permit to be excavated, drilled, installed, erected or planted on or under the Right-of-Way any pit, well, foundation, trees or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said Right-of-Way so long as such use and enjoyment does not interfere with or detract from the use and enjoyment thereof for the purposes of the Grantee.

Notwithstanding the foregoing and for that portion of the Right-of-Way that falls within the boundaries of a Transportation and Utility Corridor, the Grantor shall have the right, without compensation to the Grantee, to install or permit to be installed on the Right-of-Way such fences, sidewalks, curbs and gutters and paving as the Grantor may deem necessary or desirable to provide internal circulation and control for, and access and egress to the Transportation and Utility Corridor or adjacent lands; and the Grantor shall have the right, without compensation to the Grantee, to lay down, construct, operate, inspect, maintain, repair, replace and remove or permit to be layed down, constructed, operated, inspected, maintained, repaired, replaced and removed under, over, across, through or adjacent to the Right-of-Way such roads, working spaces, service or utility lines and systems together with the appurtenances incidental thereto, that the Grantor may deem necessary or desirable to satisfy the requirements of the Transportation and Utility Corridor or to provide roads, services and utilities to the lands or adjacent lands and the Grantor may grant such rights in and over the Right-of-Way for the purposes aforesaid. It is understood and agreed that if the Grantor, pursuant to the herein provisions, enters upon the Utility Right-of-Way for the purposes herein provided, that in exercising such rights, the Grantor damages the Grantee's works or interferes with the function of the Grantee's works, then the Grantor will be responsible for any such damage as caused by the Grantor.

SIXTH:

The Grantee shall compensate the Grantor and/or other interested parties, as their respective interests from time to time may appear, for damage done to buildings, fences, structures, improvements (including, without limiting the generality thereof, any sidewalks, curb and gutter, paving, fences and service and utility lines), crops, pasture, livestock or shelter belts on the said lands by reason of the exercise of the rights hereinbefore granted. PROVIDED THAT the Grantee shall not be liable for any damage caused through interference by anyone other than the Grantee, its servants or agents with any of the works of the Grantee laid or constructed in the Right-of-Way.

SEVENTH:

The Grantee will not fence the Right-of-Way excepting those portions upon which appurtenances necessarily incidental to the operation of the said works are situated and which the Grantee deems to require the protection of fencing. If any time hereafter it shall be necessary for the Grantee, or any person, firm or corporation acting on its behalf, to move fences adjoining the Right-of-Way for the purposes of installing or repairing the said works or otherwise, it will replace the said fences in the same position and in as good condition as the same were in prior to their being moved.

EIGHTH:

The Grantee shall, upon request by the Grantor, insofar as it may be practicable to do so, strip the topsoil from the right-of-way prior to construction and replace it as near as possible to its original condition following construction.

NINTH:

The Grantee will 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 servants or agents, in the exercise or purported exercise of the rights hereby granted.

TENTH:

The Grantee or any person, firm or corporation acting on the Grantee's behalf will lay down, remove, relay, erect, connect, disconnect, maintain and operate the said works in a proper and workmanlike manner in accordance with good engineering practice and will, as soon as weather and soil conditions permit, bury and maintain, where applicable, all of the works so as not to unreasonably interfere with the drainage or ordinary cultivation of the said land, except for such parts which are required to project above the ground.

ELEVENTH:

Upon discontinuance of the use of the Right-of-Way and of the exercise of the rights hereby granted, the Grantee shall restore the Right-of-Way to the same condition, so far as may be practicable so to do, as the same was in prior to the entry thereon and the use thereof by the Grantee.

TWELFTH:

The Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the easement and rights hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor.

THIRTEENTH:

This Easement may be assigned in whole or part as to all or any portion of the rights, license, liberties, privileges and easement hereby granted, transferred and conveyed.

FOURTEENTH:

All notices to be given hereunder may be given by registered letter addressed to the Grantor at Executive Director, Realty Division, Alberta Public Works, Supply and Services, 20th Floor, College Plaza, 8215 - 112 Street, Edmonton, Alberta, T6G 5A9 and to the Grantee at City Engineer, c/o City Hall, 1 Sir Winston Churchill Square, Edmonton, Alberta, T5J 2R7, or such other address as the Grantor and the Grantee may respectively from time to time appoint in writing, and any such notice shall be deemed to be given to and received by the addressee Seven (7) days after the mailing thereof, postage prepaid.

FIFTEENTH:

This Easement 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 terms and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Grantor and Grantee respectively; 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 requires.


SIXTEENTH:

This Easement is granted subject to the Ministerial Consent dated November First (1st), 1991 and amended December Fourth (4th), 1991 which was given by the Minister of Environment pursuant to the Edmonton Restricted Development Area Regulations.

IN WITNESS WHEREOF the Grantor and the Grantee have executed these presents.

GRANTOR:

Signed by the Minister of
Public Works, Supply and
Services of the Province
of Alberta, or his duly
authorized representative
and sealed with his
Seal of Office.



ASSISTANT DEPUTY MINISTER,
ACCOMMODATION SERVICES
DEPARTMENT OF PUBLIC WORKS,
SUPPLY AND SERVICES

GRANTEE: THE CITY OF EDMONTON

MAYOR

CITY CLERK

APPROVED
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head of Department

SCHEDULE "A"

FIRSTLY: Meridian Four (4), Range Twenty-Four (24), Township Fifty-One (51), Section Twenty-Nine (29)
All that portion of the north west quarter lying south and east of Right-of-Way Plan 8822409 containing 3.93 hectares (9.71 acres) more or less

Excepting Thereout All Mines and Minerals.

SECONDLY: Meridian Four (4), Range Twenty-Four (24), Township Fifty-One (51), Section Twenty-Nine (29)
All that portion of the north east quarter lying south of Right-of-Way Plan 8822409 and west of Subdivision Plan 5306 K.S. containing 2.53 hectares (6.25 acres) more or less

Excepting Thereout All Mines and Minerals.

THIRDLY: Plan 5306 K.S., Block "A" containing 4.05 hectares (10 acres) more or less

Excepting Thereout:

(A) As to 0.235 hectares (0.58 acres) more or less as shown on Road Plan 4976 M.C.

(b) As to 0.077 hectares (0.19 acres) more or less as shown on Road Plan 814 P.X.

Excepting Thereout All Mines and Minerals

FOURTHLY: Plan 5306 K.S.
All that portion of Block "B" lying south and west of Right-of-Way Plan 8822409; containing 0.22 hectares more or less

Excepting Thereout All Mines and Minerals

FIFTHLY: Plan 5306 K.S., Block "B" containing 32.2 hectares (79.91 acres) more or less

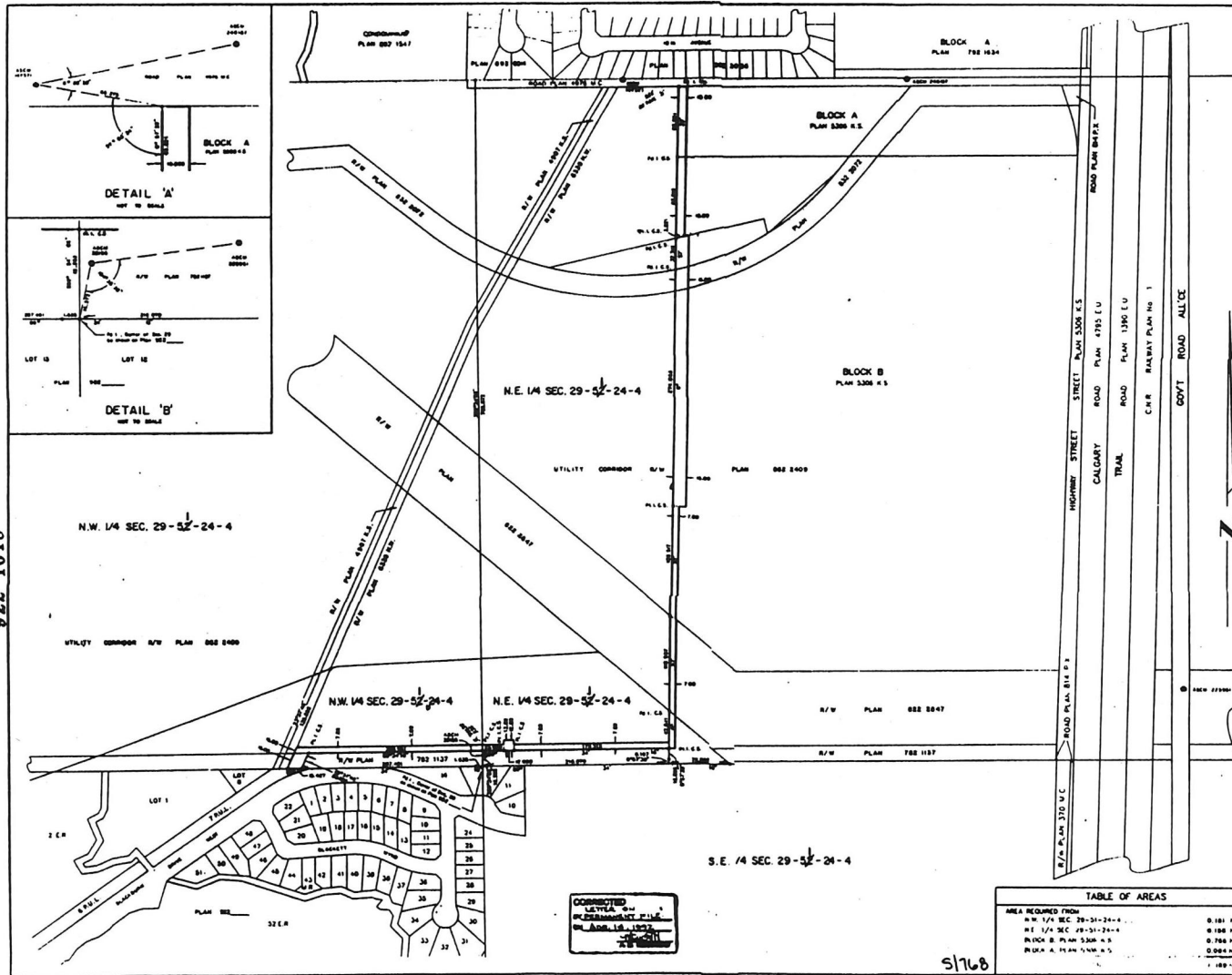
Excepting Thereout:

(a) Plan 814 P.X. - Road 0.004 hectares (0.01 acres) more or less

(b) All that portion lying south and west of Right-of-Way Plan 8822409 containing 0.22 hectares (0.54 acres) more or less

Excepting Thereout All Mines and Minerals

922 1018



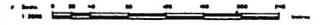
CITY OF EDMONTON
LAND FILES OFFICE
PLAN No 922 1018
DATE APR 7 92
APPROVED BY [Signature]
A.E. HENDERSON
MAYOR

BLACKBURNE

PLAN SHOWING
SURVEY OF RIGHTS OF WAY FOR UTILITY PURPOSES
WITHIN
N.W. 1/4 SEC. 29, TWP. 51, RGE. 24, W4M.
AND
N.E. 1/4 SEC. 29, TWP. 51, RGE. 24, W4M.
AND
BLOCK A and BLOCK B, PLAN 5306 K.S.
ALL WITHIN
N. 1/2 SEC. 29, TWP. 51, RGE. 24, W4M.
EDMONTON, ALBERTA
J.W. VAN BERKEL, A.L.S. 1991

LEGEND
Area to be surveyed shown bounded by
Boundary from Survey Plans entered with the Survey 443 entered shown shown that
Boundary from Survey Plans entered with the Survey 443 entered shown shown that
Boundary from Survey Plans entered with the Survey 443 entered shown shown that
Boundary from Survey Plans entered with the Survey 443 entered shown shown that

NOTES
All bearings are given and distances from A.S.C. Survey shown on this plan
All distances are expressed in metres and centimetres shown
P.M. (meters) (feet) (yards) (miles)
N.A. (North) (South) (East) (West)
E.S. (East) (South) (West) (North)
N.S. (North) (South) (East) (West)
S.E. (South) (East) (West) (North)



I, J.W. Van Berkel, of the City of Edmonton, Alberta, being a Licensed Professional Engineer, do hereby certify that the survey was made in accordance with good surveying practice and in accordance with the provisions of the Survey Act, R.S.A. 1980, c. S-26, and that the survey was completed on the 1st day of April, 1992, and that the survey was completed on the 1st day of April, 1992, and that the survey was completed on the 1st day of April, 1992.

CO-ORDINATE SURVEYS LTD.
P.O. Box 1000
Edmonton, Alberta T6C 2H1
Telephone (403) 421-1111
Fax (403) 421-1112

TABLE OF AREAS

AREA REQUIRED FROM	AREA
N.W. 1/4 SEC. 29-51-24-4	0.181 Ha
N.E. 1/4 SEC. 29-51-24-4	0.180 Ha
BLOCK B, PLAN 5306 K.S.	0.180 Ha
BLOCK A, PLAN 5306 K.S.	0.004 Ha
TOTAL	0.365 Ha

CONNECTED
UTILITY
PLAN 5306 K.S.
PLAN 5307 K.S.
PLAN 5308 K.S.
PLAN 5309 K.S.
PLAN 5310 K.S.
PLAN 5311 K.S.
PLAN 5312 K.S.
PLAN 5313 K.S.
PLAN 5314 K.S.
PLAN 5315 K.S.
PLAN 5316 K.S.
PLAN 5317 K.S.
PLAN 5318 K.S.
PLAN 5319 K.S.
PLAN 5320 K.S.
PLAN 5321 K.S.
PLAN 5322 K.S.
PLAN 5323 K.S.
PLAN 5324 K.S.
PLAN 5325 K.S.
PLAN 5326 K.S.
PLAN 5327 K.S.
PLAN 5328 K.S.
PLAN 5329 K.S.
PLAN 5330 K.S.
PLAN 5331 K.S.
PLAN 5332 K.S.
PLAN 5333 K.S.
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PLAN 5335 K.S.
PLAN 5336 K.S.
PLAN 5337 K.S.
PLAN 5338 K.S.
PLAN 5339 K.S.
PLAN 5340 K.S.
PLAN 5341 K.S.
PLAN 5342 K.S.
PLAN 5343 K.S.
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PLAN 5359 K.S.
PLAN 5360 K.S.
PLAN 5361 K.S.
PLAN 5362 K.S.
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PLAN 5397 K.S.
PLAN 5398 K.S.
PLAN 5399 K.S.
PLAN 5400 K.S.

51768

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