

G.I.V.

APPROVED

As to Form: J. Minter
City Solicitor

As to Content: [Signature]
Department Head

As to Principle: [Signature]
City Manager

BYLAW NO. 8224

A Bylaw to Approve an Agreement with the Government of Canada for the Installation of an Outdoor Microphone and Pole on Canadian Forces Griesbach

WHEREAS the City of Edmonton wishes to install an outdoor microphone and pole for monitoring aircraft noise originating from Edmonton Municipal Airport on Canadian Forces Base Griesbach;

AND WHEREAS the Government of Canada consents to the installation of the outdoor microphone and pole;

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

- 1. The Agreement between the Government of Canada and the City of Edmonton as substantially set out in Appendix "A", which is attached hereto and forms part of this bylaw, is hereby approved.

READ a first time this 8th day of July A.D. 1986.
 READ a second time this 8th day of July A.D. 1986.
 READ a third time and duly passed this 8th day of July A.D. 1986.

THE CITY OF EDMONTON

[Signature]
DEPUTY MAYOR

[Signature]
ASSISTANT CITY CLERK

MEMORANDUM OF AGREEMENT made in duplicate

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada, represented herein by the Minister of National Defence (hereinafter referred to as "the Licensor")

AND

THE CITY OF EDMONTON, a municipal corporation in the Province of Alberta (hereinafter referred to as "the Licensee")

WHEREAS:

A. The Licensor maintains a defence establishment known as Canadian Forces Base Edmonton in the Province of Alberta (hereinafter referred to as "the Base");

B. the Licensee has made application to the Licensor to be granted the use of a portion of the Base for the purpose of installing and maintaining thereon an outdoor microphone aircraft noise monitoring system consisting of a steel pole antenna seven (7) metres in height mounted on a concrete base (hereinafter called "the works");

C. the Licensor has consented to the use of a portion of the Base by the Licensee for the aforesaid purpose;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of and subject to the terms, conditions, covenants and provisos hereinafter contained, the Licensor, to the extent of such power and authority as legally exists and no further, hereby grants leave and licence to the Licensee to use and occupy, for the purpose of installing and maintaining the works as described above,

a square shaped parcel of land containing approximately four (4) square metres as shown marked in red on Department of National Defence Plan L-E16-9301/14-101 attached hereto as Annex "A", (hereinafter called "the premises"),

from the date of execution hereof, for a period of five (5) years, subject to termination as hereinafter provided.

1. THE LICENSEE COVENANTS AND AGREES WITH THE LICENSOR:

(a) to pay to the Licensor in advance upon execution of this agreement and by way of acknowledgement that the leave and licence granted herein exists only by leave of the Licensor and not by any right or title whatsoever in the Licensee, the sum of Two Hundred Dollars (\$200.00);

(b) to use the premises for the purpose set out herein and no other purpose;

(c) to comply with all federal, provincial or municipal laws, by-laws, rules and regulations which in any way relate to or affect the leave and licence herein granted;

(d) to abide by all applicable orders, instructions or regulations which may be issued from time to time by or under the authority of the Licensor;

(e) to assume responsibility for and pay all lawful taxes, charges, rates and assessments arising out of the use and occupancy of the premises by the Licensee:

(f) not to transfer or assign or purport to transfer or assign, either in whole or in part, the leave and licence herein granted without the prior written consent of the Licensor;

(g) to assume all risk of loss, damage or injury, including death, to the person or property of the Licensee, its servants, agents, employees, invitees or licensees and not to make or bring any claim, action or demand against the Licensor, Her officers, employees or members of Her armed forces in respect of any such loss, damage or injury unless such loss, damage or injury, including death, is attributable to the negligence of the Licensor, Her officers, employees or members of Her armed forces;

(h) to indemnify and save harmless the Licensor, Her officers, servants, agents and employees and members of Her armed forces, Her and their heirs, executors, administrators, successors and assigns or any of them, from all claims, demands, actions and causes of action whatsoever, arising out of or in any way attributable to the use of the premises by the Licensee;

(i) to assume responsibility for and pay for all costs and expenses for any loss, damage or injury occurring to the person or property of the Licensor, Her officers, servants, agents and employees and members of Her armed forces resulting or arising out of the use of the premises by the Licensee;

(j) not to do or permit to be done upon the premises anything which may be or become a nuisance or cause damage or annoyance to the Licensor;

(k) to install and maintain at its expense an underground telephone cable connecting the works to the Licensee's telephone system;

(l) to install and maintain at its expense an underground electrical cable connecting the works to the Licensor's electrical system and to pay to the Licensor the sum of fifty dollars (\$50.00) per annum in advance for electrical power consumption;

(m) to erect a chain link fence on the premises measuring 1.8 metres square by 1.8 metres in height to protect the works;

(n) to maintain the premises in a clean and tidy condition, to make good, to the satisfaction of the Base Construction Engineering Officer, Canadian Forces Base Edmonton, any damage to said premises or to any road crossing or pavement, and on termination of this leave and licence, to remove the works and restore the premises and to restore and repair any areas of the surrounding land used, altered or suffering any deterioration or damage as a result of the exercise of the licence by the Licensee;

(o) that the exercise of this licence shall not interfere with any military activity.

2. IT IS MUTUALLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

(a) either party hereto may at any time terminate this agreement and the leave and licence hereby granted upon giving to the other party sixty days (60) prior written notice of intention to terminate, PROVIDED, however, that this agreement and the licence it confers shall, at the Licensor's discretion, be terminated and withdrawn forthwith and without advance notice in the event of these public lands being required for public purposes by reason of circumstances that, in the opinion of the Minister, constitute an unforeseen emergency;

(b) any notice pursuant to these presents shall be in writing, and will be sufficiently served if sent by registered mail addressed in the case of the Licensor, to the Director General Properties and Utilities, Department of National Defence, Ottawa, Ontario, K1A 0K2, and in the case of the Licensee, to The City of Edmonton, Airport Manager's, Office Terminal Building, Edmonton Municipal Airport, 101 Airport Road, Edmonton, Alberta, T5G 0W6, or to the last address of which the Licensee shall have duly notified the Licensor as herein provided;

(c) nothing herein contained shall be deemed to set up a tenancy by implication or otherwise;

(d) no member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, (Senate and House of Commons, Act, R.S.C. 1970, Chapter S-8, subsection 20(1)).

IN WITNESS WHEREOF this agreement has been executed by the Director General Properties and Utilities on behalf of the Minister of National Defence representing Her Majesty the Queen in right of Canada and by The City of Edmonton by the affixing hereto of its corporate seal attested by the hands of its officers duly authorized in that behalf, this day of 1986.

SIGNED, SEALED AND DELIVERED)

)
)
)

.....)
Witness

MINISTER OF NATIONAL DEFENCE

.....
Director General
Properties and Utilities

THE CITY OF EDMONTON

.....
.....