

APPROVED

As to Form J. Muller City Sc

As to Contents [Signature] Head of Depar

As to Principle [Signature] A/City M

Bylaw No. 7918

A Bylaw to Authorize Two Easement Agreements with Alberta Government Telephones for the Construction, Maintenance, Operation and Removal of a Freestanding Business Identification Sign at McCauley Plaza, 10025 - Jasper Avenue, Edmonton

WHEREAS Alberta Government Telphones has been granted a Development Permit to construct a freestanding identification sign with electronic changeable copy in the sidewalk at McCauley Plaza, 10025 - Jasper Avenue, Edmonton;

AND WHEREAS the City of Edmonton wishes to grant an easement to Alberta Government Telephones permitting the construction of the above-described sign and to receive from Alberta Government Telephones an easement permitting the City to make use of a portion of Alberta Government Telephones' lands as a public sidewalk;

AND WHEREAS Section 116 of the Municipal Government Act, Chapter M-26, R.S.A. 1980, requires a bylaw to authorize the making of an agreement between the City of Edmonton and the Government of Alberta, or its agents, for the performance of any matter considered by the Council and the Government of Alberta to be a benefit to both parties;

NOW THEREFORE the Municipal Council of the City of Edmonton, duly assembled, hereby authorizes the making of the agreements with Alberta Government Telephones attached hereto as Schedules "A" and "B" respectively.

The Mayor and the City Clerk may therefore execute the said agreements with Alberta Government Telephones.

READ a first time this 10th day of September, A.D. 1985;
READ a second time this 10th day of September, A.D. 1985;
READ a third time and duly passed this 10th day of September, A.D. 1985.

THE CITY OF EDMONTON

[Signature]
MAYOR

[Signature]
CITY CLERK

THIS EASEMENT AGREEMENT made this day of , 1985

BETWEEN:

THE CITY OF EDMONTON
(hereinafter called "the Grantor")

OF THE FIRST PART

- and -

ALBERTA GOVERNMENT TELEPHONES
(hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of the following land in the City of Edmonton, namely:

The public roadway known as Jasper Avenue as shown on Plans "F" and 882 - R.S. Edmonton

(hereinafter called the "servient land");

AND WHEREAS the Grantee is the registered owner of the following land in the City of Edmonton, namely:

PLAN 882 R.S.
LOT TEN A (10 A)
CONTAINING 0.320 HECTARES, MORE OR LESS
(EDMONTON)
(R.L. 6 EDMONTON SETTLEMENT)

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "dominant land");

AND WHEREAS the dominant land is capable of being benefitted by the Easement hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for the benefit and protection of the dominant land, or any part thereof, and in consideration of the sum of One Dollar (\$1.00) paid to the Grantor by the Grantee, the receipt

whereof is hereby acknowledged, and in consideration of the covenants and conditions herein contained, the Grantor grants and transfers unto the Grantee an exclusive right, license, privilege and easement to use that portion of the servient land (hereinafter called the "right-of-way"), more particularly described as follows:

COMMENCING AT A POINT ON THE NORTH BOUNDARY (HAVING A DIMENSION OF 139.08 FEET) OF THE SAID LOT, FIVE AND SIXTY-NINE HUNDREDTHS (5.69) METRES (5700 mm) EASTERLY FROM THE POINT OF INTERSECTION OF THE SAID NORTH BOUNDARY AND THE NORTHEAST BOUNDARY (HAVING A DIMENSION OF 14.14 FEET) THEREOF.

THENCE: Northerly in a straight line and at right angles to the said North Boundary, One and Two Tenths (1.20) Metres (1200 mm).

THENCE: Easterly and parallel to the said North Boundary, Seventy-Five Hundredths of a Metre (0.75) (750 mm);

THENCE: Northerly in a straight line and at right angles to the said North Boundary, Three and Six Tenths (3.60) Metres (3600 mm);

THENCE: Westerly and parallel to the said North Boundary, Seventy-five Hundredths of a Metre (0.75) (750 mm);

THENCE: Southerly in a straight line to the point of commencement, (River Lot 6)

and as shown outlined in red on the Plan attached hereto as Schedule "A", for the construction, maintenance, operation and removal of a sign, as shown on the Plan attached hereto as Schedule "B".

1. The Grantee shall construct, operate and maintain the sign in a workmanlike manner so as to minimize damage to the right-of-way, and shall, after any such work, restore the right-of-way to its original condition, and to the satisfaction of the Grantor.
2. Upon the execution of these presents and at all times hereafter, the Grantee 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.
3. The Grantee, or its successors and assigns, shall compensate the Grantor for damage to pavement, sidewalks, roadways, curbs, gutters or other improvements or installations owned by the Grantor, arising out of their activities pursuant to this Easement Agreement.

4. The Grantee shall at all times hereafter indemnify and keep the Grantor indemnified against any and all damages, costs and expenses incurred by the Grantor resulting directly or indirectly by reason of the grant of this easement herein contained, and 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.
5. The said right, license, privilege and easement shall be for as long a period as the Grantor may desire to grant the right, license, privilege and easement hereby given.
6. The Grantor may terminate the said right, license, privilege and easement granted hereunder upon NINETY (90) days written notice to the Grantee at:

Alberta Government Telephones
Floor 31, 10020 - 100 Street
Edmonton, Alberta
T5J 0N5

Attention: General Counsel

Upon receipt of the aforesaid notice, the Grantee shall remove the sign and restore the right-of-way to its original condition and to the satisfaction of the Grantor.

7. 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.
8. 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 covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of the executors, administrators, successors and assigns of the Grantor and the 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 require.

IN WITNESS WHEREOF the parties hereto have set their hands and seals by their proper officers in that behalf on the _____ day of _____ A.D. 198 .

APPROVAL:

As to Form: *[Signature]*

As to Content: *[Signature]*

THE CITY OF EDMONTON

MAYOR

CITY CLERK

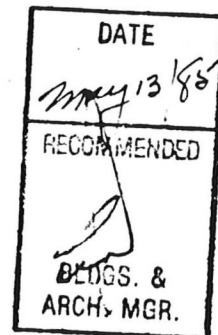
ALBERTA GOVERNMENT TELEPHONES

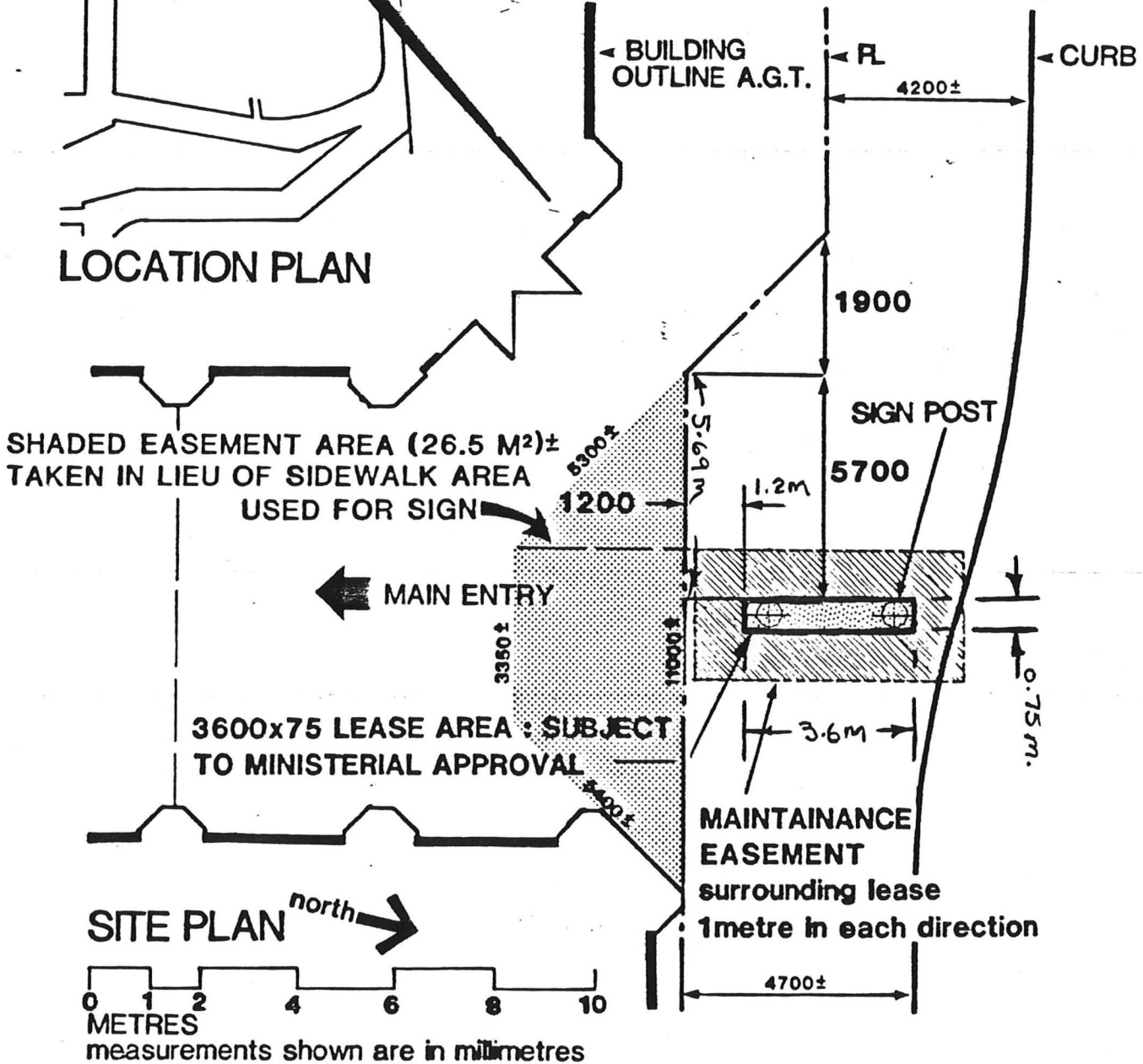
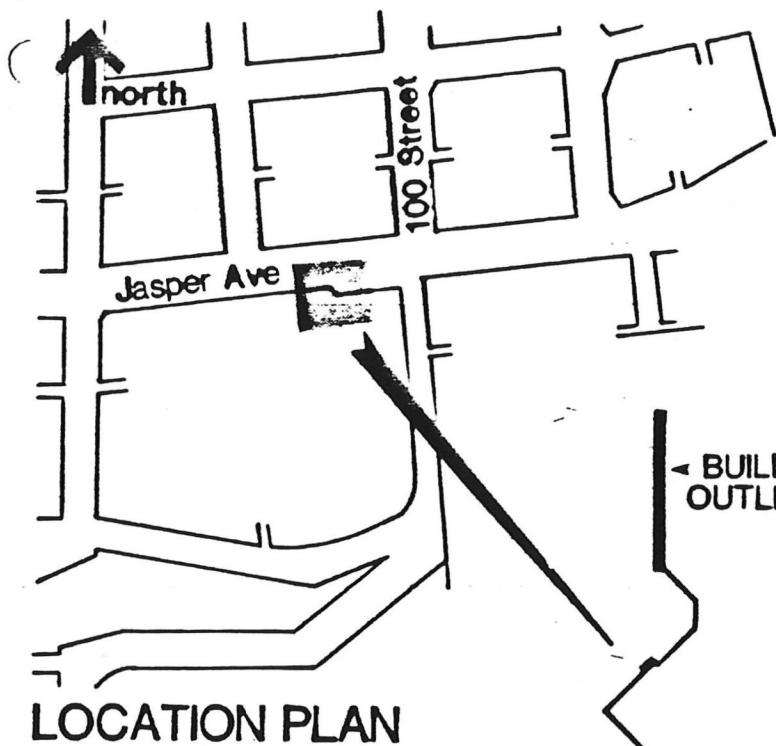
[Signature]
(Signature)

RONALD L. ADES
(Printed Name)

[Signature]
(Signature)

D.F. Baxter
(Printed Name)





McCAULEY PLAZA SIGN LOCATION

AGT RENOVATIONS ON JASPER AVE WEST OF 100 STREET

SCHEDULE "B"

CAST IN PLACE CONCRETE
PLANTERS SEE DRAWING
S 6

6200L x 2100W x 4000H
ILLUMINATED CANOPY

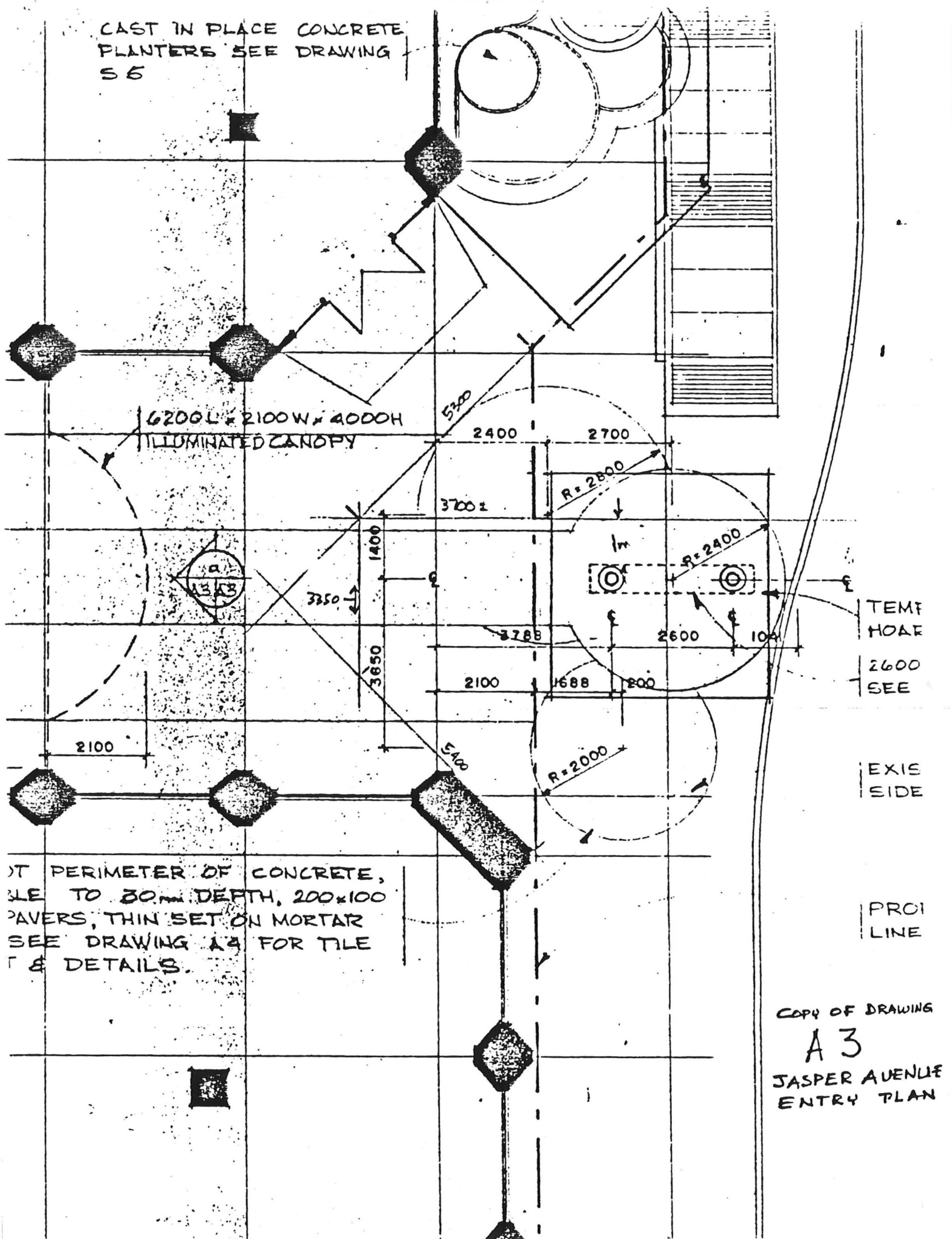
TEMP
HOAR
2600
SEE

EXIS
SIDE

PROJ
LINE

AT PERIMETER OF CONCRETE,
BLE TO 30mm DEPTH, 200x100
PAVERS, THIN SET ON MORTAR
SEE DRAWING A 4 FOR TILE
& DETAILS.

COPY OF DRAWING
A 3
JASPER AVENUE
ENTRY PLAN



THIS EASEMENT AGREEMENT made this day of A.D. 1985

BETWEEN:

ALBERTA GOVERNMENT TELEPHONES
(hereinafter called "the Grantor")

OF THE FIRST PART

- and -

THE CITY OF EDMONTON
(hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of the following land in the City of Edmonton, namely:

PLAN 882 R.S.
LOT TEN A (10A)

CONTAINING 0.320 HECTARES, MORE OR LESS
(R.L. 6 EDMONTON SETTLEMENT)

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "servient lands");

AND WHEREAS the Grantee is the registered owner of and intends to retain the land described as Jasper Avenue, which is the roadway immediately adjacent to the servient land as shown on Plan 822 R.S., (hereinafter called the "dominant land");

AND WHEREAS the dominant land is capable of being benefitted by the Easement hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for the benefit and protection of the dominant land, or any part thereof, and in consideration of the payment of One Dollar (\$1.00) by the Grantee to the Grantor, (receipt of which sum is hereto acknowledged), and in consideration of the covenants herein contained the Grantor hereby grants, conveys and releases unto the Grantee, its successors and assigns an exclusive right, license, privilege and easement to enter onto the servient land, described in the recitals to this Easement, and to use the following portion of the servient land (hereinafter called the "right-of-way") namely:

ALL THAT PORTION OF THE SAID LOT TEN-A (10-A) ON THE SAID PLAN 822-R.S., EDMONTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH BOUNDARY OF THE SAID LOT (HAVING A DIMENSION OF 139.08 FEET), ELEVEN (11.0) METRES MORE OR LESS EASTERLY FROM THE POINT OF INTERSECTION OF THE SAID NORTH BOUNDARY AND THE NORTHEAST BOUNDARY (HAVING A DIMENSION OF 14.14 FEET) THEREOF.

THENCE: WESTERLY ALONG THE SAID NORTH BOUNDARY TO THE SAID POINT OF INTERSECTION:

THENCE: SOUTHEASTERLY ALONG THE PRODUCTION SOUTHEASTERLY OF THE SAID NORTHEAST BOUNDARY, FIVE AND THREE TENTHS (5.3) METRES MORE OR LESS:

THENCE: EASTERLY AND PARALLEL TO THE SAID NORTH BOUNDARY, THREE AND THIRTY-FIVE HUNDREDTHS (3.35) METRES MORE OR LESS;

THENCE: NORTHEASTERLY IN A STRAIGHT LINE TO THE POINT OF COMMENCEMENT, (RIVER LOT 6, EDMONTON SETTLEMENT),

and as shown outlined in red on the Plan attached hereto as Schedule "A", in order to operate, use and maintain, a sidewalk for public use by pedestrians in the right-of-way subject to the following terms and conditions:

1. The said rights, licence, privilege and easement may be terminated by the Grantor upon thirty (30) days written notice to the Grantee, following termination of the Easement Agreement granted by The City of Edmonton to Alberta Government Telephones on the _____ day of _____, 1985, a copy of which Agreement is attached hereto as Schedule "B". Notice to the Grantee shall be sent by registered mail to the address in Article 6 herein.

2. The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights granted to it under this Easement.

3. In addition to the right, license, privilege and easement granted to the Grantee herein for the purpose of operating, using and maintaining the public sidewalk, the Grantor gives the Grantee the additional right, license, privilege and easement to have the right-of-way used by such members of the general public as may lawfully travel upon the said sidewalk for such activities as may by law be permitted on public sidewalks.

4. Upon the execution of these presents and at all times hereafter, the Grantee 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.

5. 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 or through the said right-of-way any structure or whatsoever.

6. The Grantor shall request, in writing, from the Grantee, the prior written consent required under or authorized to be given under this Easement. Such request shall be sent by registered mail addressed to the Grantee at:

City Engineer
c/o City Hall,
1, Sir Winston Churchill Square
Edmonton, Alberta
T5J 2R7

7. The Grantee shall indemnify the Grantor against all actions, claims and demands which may be lawfully brought or made against the Grantor by reason of negligence of the Grantee in the exercise of the right, license, privilege and easement hereby operated.

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 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.

10. 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 covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of the executors, administrators, successors and assigns of the Grantor and the 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 require.

IN WITNESS WHEREOF the Grantor and the Grantee have signed and sealed this document this _____ day of _____, A.D. 19 .

APPROVAL:

THE CITY OF EDMONTON

As to Form: *[Signature]*
Mayor

As to Content: *[Signature]*
City Clerk

ALBERTA GOVERNMENT TELEPHONES

[Signature]
(Signature)

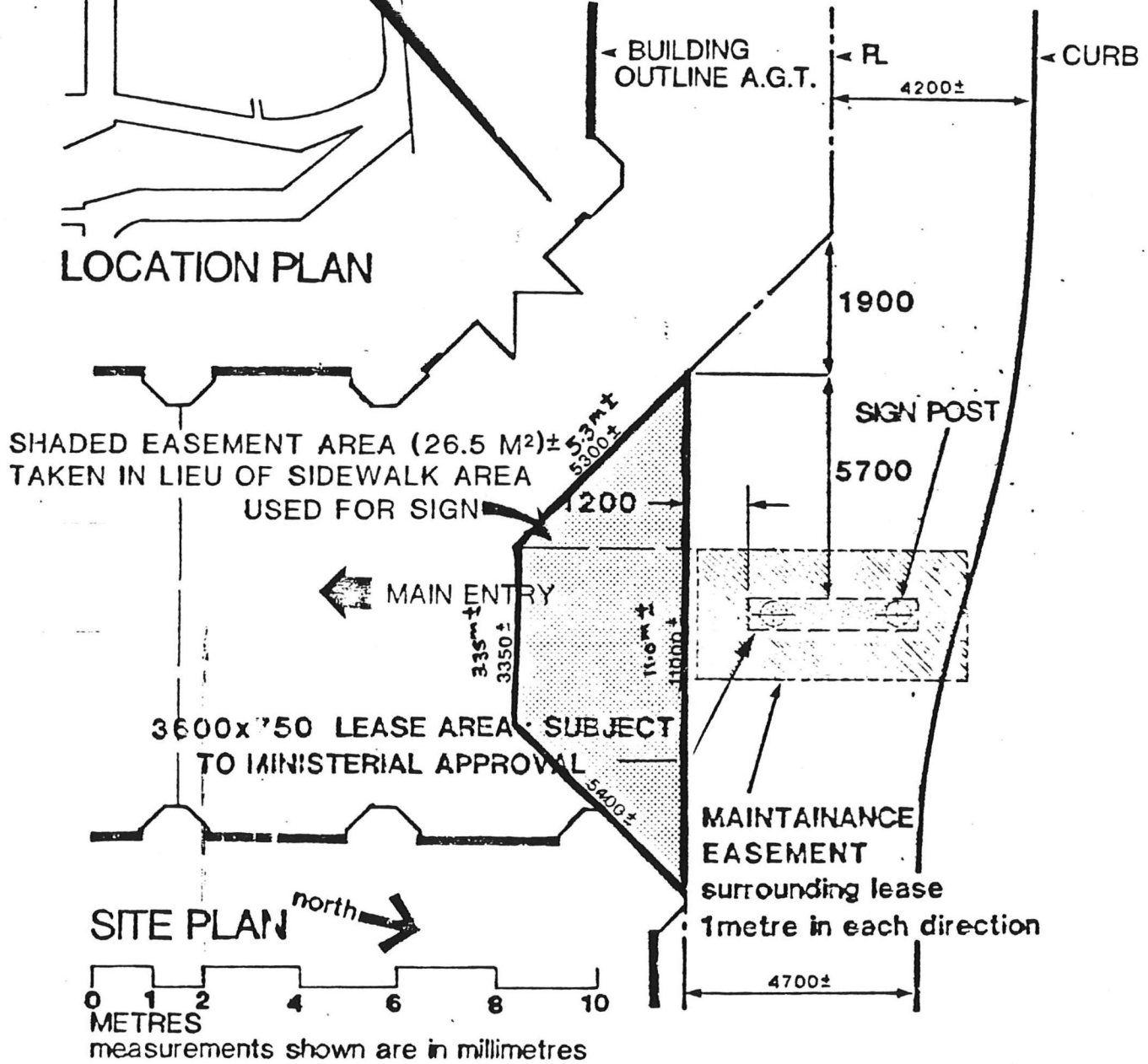
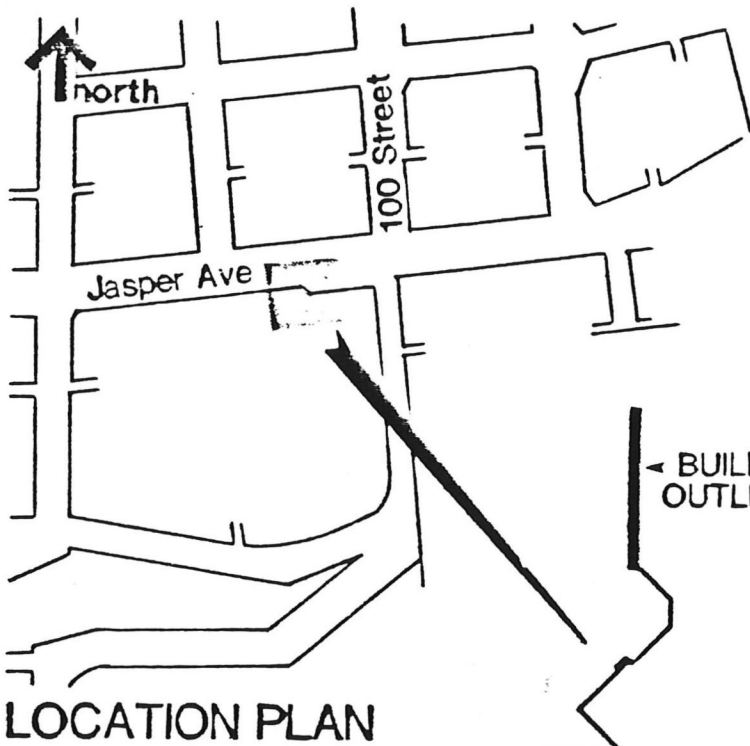
R. K. ADAMS
(Printed Name)

[Signature]
(Signature)

D. F. BROWN
(Printed Name)

FORM
APPROVED
[Signature]
COUNSEL

DATE
April 13/85
RECOMMENDED
[Signature]
ELDS. &
ARCH. MGR.



0 1 2 4 6 8 10
METRES
measurements shown are in millimetres

McCAULEY PLAZA SIGN LOCATION

AGT RENOVATIONS ON JASPER AVE WEST OF 100 STREET

SCHEDULE "B"

THIS EASEMENT AGREEMENT made this day of , 1985

BETWEEN:

THE CITY OF EDMONTON
(hereinafter called "the Grantor")

OF THE FIRST PART

- and -

ALBERTA GOVERNMENT TELEPHONES
(hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of the following land in the City of Edmonton, namely:

The public roadway known as Jasper Avenue as shown on Plans "F" and 882 - R.S. Edmonton

(hereinafter called the "servient land");

AND WHEREAS the Grantee is the registered owner of the following land in the City of Edmonton, namely:

PLAN 882 R.S.
LOT TEN A (10 A)
CONTAINING 0.320 HECTARES, MORE OR LESS
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EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "dominant land");

AND WHEREAS the dominant land is capable of being benefitted by the Easement hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for the benefit and protection of the dominant land, or any part thereof, and in consideration of the sum of One Dollar (\$1.00) paid to the Grantor by the Grantee, the receipt

whereof is hereby acknowledged, and in consideration of the covenants and conditions herein contained, the Grantor grants and transfers unto the Grantee an exclusive right, license, privilege and easement to use that portion of the servient land (hereinafter called the "right-of-way"), more particularly described as follows:

COMMENCING AT A POINT ON THE NORTH BOUNDARY (HAVING A DIMENSION OF 139.08 FEET) OF THE SAID LOT, FIVE AND SIXTY-NINE HUNDREDTHS (5.69) METRES (5700 mm) EASTERLY FROM THE POINT OF INTERSECTION OF THE SAID NORTH BOUNDARY AND THE NORTHEAST BOUNDARY (HAVING A DIMENSION OF 14.14 FEET) THEREOF.

THENCE: Northerly in a straight line and at right angles to the said North Boundary, One and Two Tenths (1.20) Metres (1200 mm).

THENCE: Easterly and parallel to the said North Boundary, Seventy-Five Hundredths of a Metre (0.75) (750 mm);

THENCE: Northerly in a straight line and at right angles to the said North Boundary, Three and Six Tenths (3.60) Metres (3600 mm);

THENCE: Westerly and parallel to the said North Boundary, Seventy-five Hundredths of a Metre (0.75) (750 mm);

THENCE: Southerly in a straight line to the point of commencement, (River Lot 6)

and as shown outlined in red on the Plan attached hereto as Schedule "A", for the construction, maintenance, operation and removal of a sign, as shown on the Plan attached hereto as Schedule "B".

1. The Grantee shall construct, operate and maintain the sign in a workmanlike manner so as to minimize damage to the right-of-way, and shall, after any such work, restore the right-of-way to its original condition, and to the satisfaction of the Grantor.
2. Upon the execution of these presents and at all times hereafter, the Grantee 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.
3. The Grantee, or its successors and assigns, shall compensate the Grantor for damage to pavement, sidewalks, roadways, curbs, gutters or other improvements or installations owned by the Grantor, arising out of their activities pursuant to this Easement Agreement.

4. The Grantee shall at all times hereafter indemnify and keep the Grantor indemnified against any and all damages, costs and expenses incurred by the Grantor resulting directly or indirectly by reason of the grant of this easement herein contained, and 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.
5. The said right, license, privilege and easement shall be for as long a period as the Grantor may desire to grant the right, license, privilege and easement hereby given.
6. The Grantor may terminate the said right, license, privilege and easement granted hereunder upon NINETY (90) days written notice to the Grantee at:

Alberta Government Telephones
Floor 31, 10020 - 100 Street
Edmonton, Alberta
T5J 0N5

Attention: General Counsel

Upon receipt of the aforesaid notice, the Grantee shall remove the sign and restore the right-of-way to its original condition and to the satisfaction of the Grantor.

7. 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.
8. 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 covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of the executors, administrators, successors and assigns of the Grantor and the 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 require.

IN WITNESS WHEREOF the parties hereto have set their hands and seals by their proper officers in that behalf on the _____ day of _____ A.D. 198 .

APPROVAL:

As to Form: *[Signature]*

As to Content: _____

THE CITY OF EDMONTON

MAYOR

CITY CLERK

ALBERTA GOVERNMENT TELEPHONES

Ronald K. ADES
(Signature)

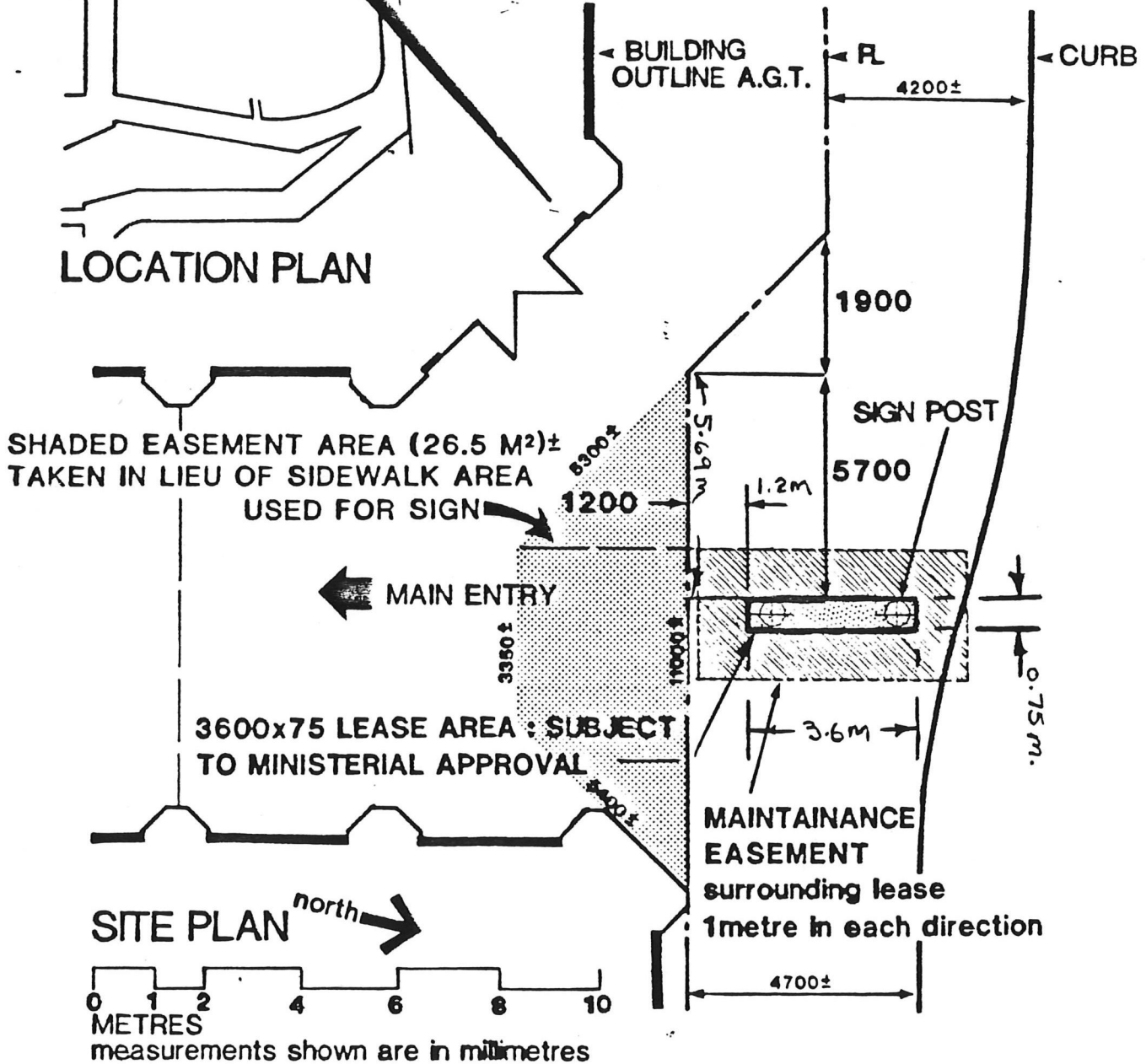
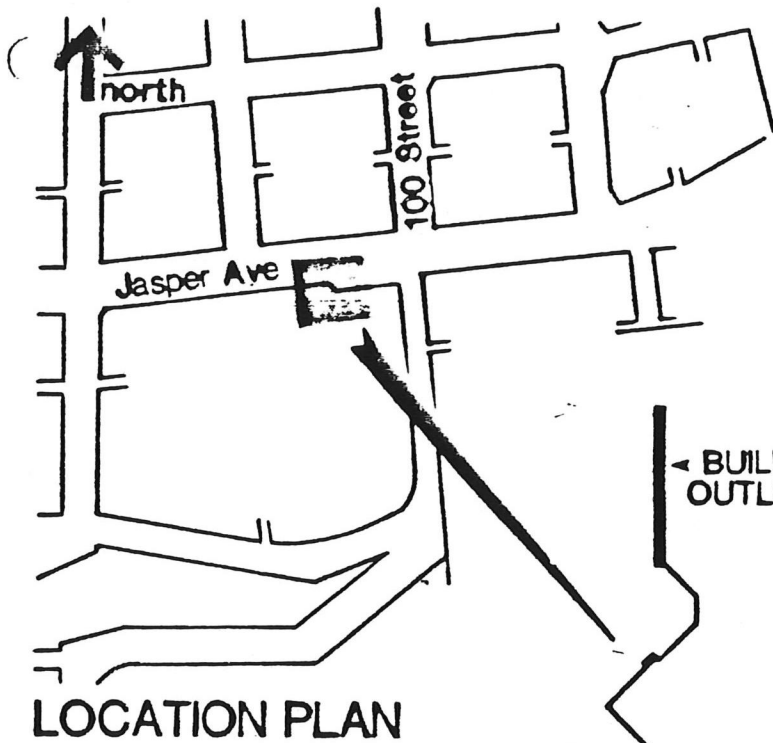
RONALD K. ADES
(Printed Name)

[Signature]
(Signature)

D.F. BAILLIE
(Printed Name)

FORM
APPROVED
[Signature]
COUNSEL

DATE
May 13/85
RECOMMENDED
[Signature]
P.S. &
ARCH. MGR.

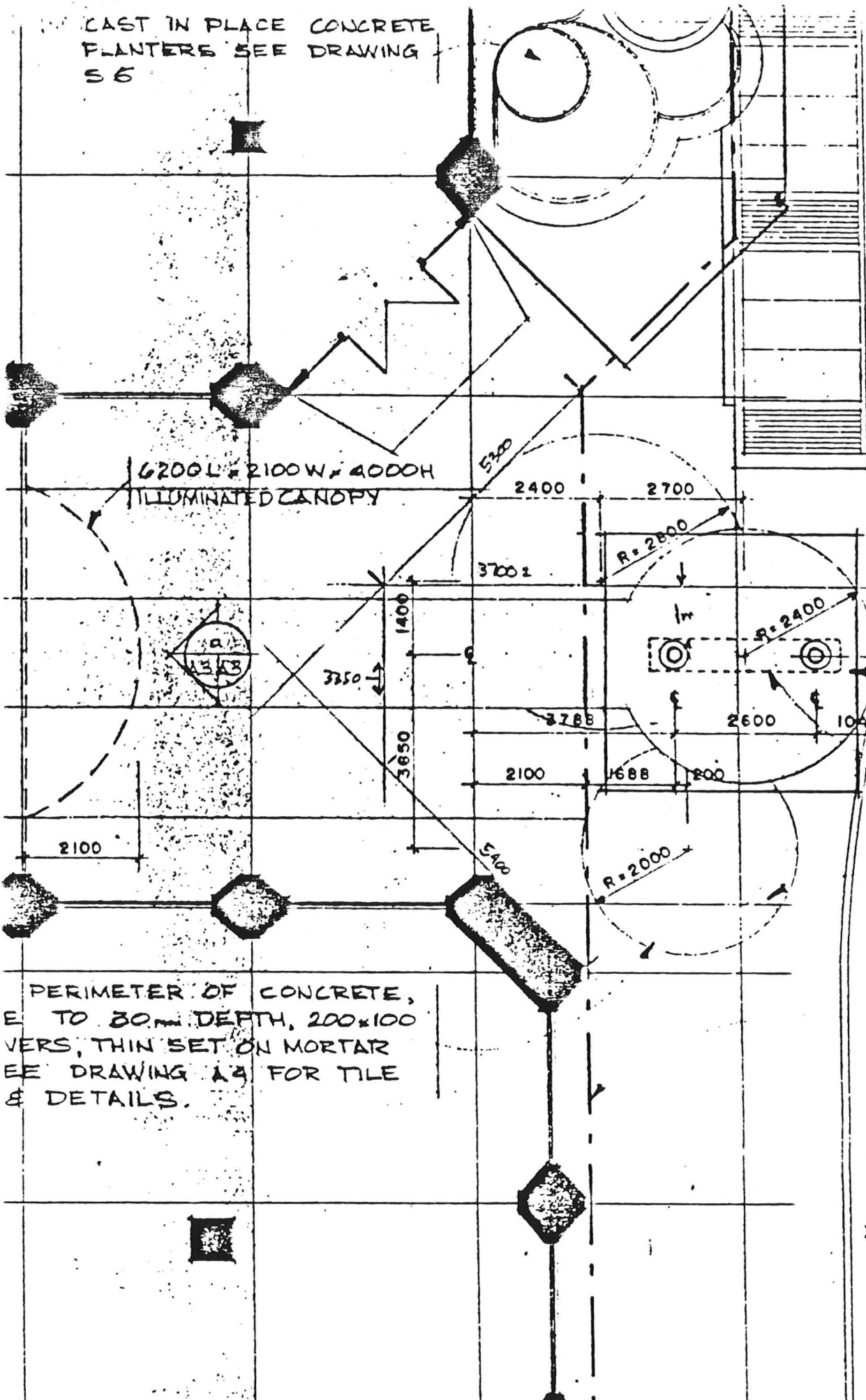


McCAULEY PLAZA SIGN LOCATION

AGT RENOVATIONS ON JASPER AVE WEST OF 100 STREET

CAST IN PLACE CONCRETE
PLANTERS SEE DRAWING
S 6

6200L x 2100W x 4000H
ILLUMINATED CANOPY



TEMP
HOAF
2600
SEE

EXIS
SIDE

PROJ
LINE

PERIMETER OF CONCRETE,
E TO 30mm DEPTH, 200x100
VERS, THIN SET ON MORTAR
SEE DRAWING A 4 FOR TILE
& DETAILS.

COPY OF DRAWING
A 3
JASPER AVENUE
ENTRY PLAN