

THE ALBERTA NEW HOME WARRANTY PROGRAM
MANDATORY CLAUSES
FOR ALL SALES CONTRACTS FOR CONDOMINIUM RESIDENTIAL HOUSING

Appendix A

PAYMENT INDEMNITY

The builder confirms to the purchaser(s) that it is a registered member in good standing of The Alberta New Home Warranty Program and that payments made by the purchaser(s) to the builder are protected under the Condominium Payment Indemnity of The Alberta New Home Warranty Program, subject to the conditions, terms and limits of the Condominium Payment Indemnity Certificate. The terms of the Condominium Payment Indemnity certificate are printed on Schedule A.

CONDOMINIUM BUILDER PERFORMANCE INDEMNITY

The builder confirms to the purchaser(s) that it is a Registered Member in Good Standing of The Alberta New Home Warranty Program, and that the home to be constructed under this Agreement will be protected under the Condominium Builder Performance Indemnity of The Alberta New Home Warranty Program, subject to the terms, provisions, conditions, and limits of the Condominium Builder Performance Indemnity Certificate. The terms of the Condominium Builder Performance Indemnity Certificate are printed on Schedule B.

WARRANTY

The builder agrees to provide the Builder Warranty set forth in detail in the sample Condominium Residential Unit Warranty Certificate and the sample Condominium Common Property Warranty Certificate appearing in Schedule C of this Agreement as the minimum requirement on the part of the builder. The builder may provide warranty coverage in addition to the minimum required in the said warranty and in such event, the additional warranty coverage shall be contained in an addendum in writing signed by the builder and attached to this Agreement. Additional coverage is provided solely by the builder and The Alberta New Home Warranty Program does not warrant the home beyond the terms, provisions, conditions, and limits contained in the sample Condominium Warranty Certificates appearing on Schedule C.

ARBITRATION

If any dispute arises between the builder and the purchaser(s) with respect to any matter in relation to this Agreement, the dispute shall be settled through binding arbitration in accordance with arbitration rules adopted by The Alberta New Home Warranty Program, provided that, where the dispute is in relation to the Builder Warranty, the dispute shall not be referred to arbitration until it has first been referred to and reported on, under the conciliation procedure provided by The Alberta New Home Warranty Program. A copy of the Arbitration rules as adopted by The Alberta New Home Warranty Program shall be furnished to both parties for the commencement of an arbitration, the selection of an agreed single arbitrator and the arbitration hearing. It is expressly agreed that the arbitration by the single arbitrator shall be final and binding on both parties.

PURCHASER ACKNOWLEDGMENT

The purchaser(s) acknowledge that they have read and understand the terms, provisions, conditions and limits that are specified in the Condominium Payment Indemnity Certificate, Builder Performance Indemnity Certificate, and the sample Condominium Residential Unit and Common Property Warranty Certificates, as printed on Schedules A, B, and C, respectively.

initials

03/94

SCHEDULE "C" TO APPENDIX A
RESIDENTIAL UNIT
Condominium Warranty Certificate

Page 1

1. DEFINITION

In this Warranty:

- (a) "Builder" is the builder named on your Certificate of Possession;
- (b) "The Alberta Program" means The Alberta New Home Warranty Program;
- (c) "date of possession" is the date shown on your Certificate of Possession;
- (d) "defects" are work and materials which are defective, or are below the Alberta Building Code;
- (e) "structural defects" are defects which are likely to cause damage due to the failure of a load bearing part of the condominium to provide support. Excluded are driveways, basement and garage floors, patios, sidewalks, retaining walls, and all other concrete work which is not load bearing;
- (f) "load bearing part" is the support system of the condominium, including footings, piles, foundation walls, grade beams, teleposts, load bearing walls, floor joists, and roof trusses;
- (g) "condominium" is collectively the units and the common property included in the registered condominium plan shown on this Certificate, but excluding landscaping and fencing.
- (h) "Homeowner" is the legal owner of the condominium home.
- (i) "common property" is the common property in the condominium.
- (j) "condominium home" is the individual residential unit described on this Certificate.
- (k) "Condominium Corporation" is the administrator of the condominium shown on this Certificate.
- (l) "conciliation" means an inspection and a written report to be furnished by the Alberta Program to assist in settling disputes between the Builder and the Homeowner;
- (m) "arbitration" means a final and binding arbitration in accordance with the rules adopted by The Alberta Program.

2. BUILDER WARRANTY

- (a) The Builder warrants to the Homeowner that the condominium home was built to the construction standards of the Alberta Building Code.
- (b) The Builder agrees to repair or replace defects in the condominium home where defects become known within one (1) year from the date of possession.
- (c) The Builder shall provide the Homeowner with any warranty provided to him by a manufacturer or supplier.
- (d) The following are not defects:
 - (i) any workmanship, design or materials, provided by the Homeowner;
 - (ii) damage from improper maintenance;
 - (iii) damage caused by alterations or work done by the Homeowner or the Condominium Corporation;
 - (iv) defects that were apparent or that were accepted by the Homeowner at the date of possession;
 - (v) normal cracks in plaster, paint, masonry, stucco and concrete;
 - (vi) normal shrinking and warping of materials;
 - (vii) normal soil movement along utility lines;
 - (viii) damage other than structural defects caused by soil movement.

3. STANDARD PROGRAM WARRANTY

- (a) The Alberta Program shall be responsible to carry out the first year Builder's Warranty, as defined in this Certificate, if the Builder does not perform.
- (b) Where a load bearing part forms part of the condominium residential unit, as defined by the condominium plan, for the four (4) year period following the Builder's Warranty, The Alberta Program shall repair any structural defect in that load bearing part.
- (c) A decision of The Alberta Program for the correction of a defect shall be final and binding unless changed by arbitration.
- (d) If the condominium home cannot be occupied during the warranty period because of a defect, The Alberta Program shall pay any approved increase in living and moving expenses. The limit of these expenses shall be THREE THOUSAND (\$3,000.00) DOLLARS.
- (e) Except as set out above, the Homeowner acknowledges that the warranty contained in the Certificate does not cover the repair of structural defects.

4. HOMEOWNER OBLIGATIONS

The Homeowner shall:

- (a) immediately and within one year from the date of possession, write to the Builder giving full details of any defect and not later than 60 days after the end of that year give The Alberta Program written notice of any defect which has not been repaired or replaced by the Builder;
- (b) in cases of a dispute, before using any other remedy, proceed to conciliation. A fee may be required to initiate this conciliation;
- (c) allow free and full access during normal business hours, to the Builder and subcontractors for the purpose of repairing or replacing defects.

5. LIMITS AND EXCLUSIONS

- (a) The only Warranty given by the Builder or The Alberta Program which is binding on The Alberta Program is contained in this Warranty Certificate.
- (b) No claim shall be made under this Warranty where The Alberta Program has made a refund under its Payment Indemnity.
- (c) This Warranty covers repairs to the condominium home only and The Alberta Program is not liable for any other property damage or personal injury.
- (d) The limit of liability of The Alberta Program for repairs to the condominium home under this Warranty is THIRTY THOUSAND (\$30,000.00) DOLLARS.
- (e) The AGGREGATE limit of liability of The Alberta Program for repairs to the common property and all of the condominium homes included in the condominium under this and all other warranties relating to the condominium is THIRTY THOUSAND (\$30,000.00) DOLLARS times the number of condominium homes in the condominium up to a maximum of ONE MILLION (\$1,000,000.00) DOLLARS.

6. TERMINATION OF WARRANTY

This Warranty shall terminate automatically if:

- (a) the Homeowner fails to provide the notices required to the Builder and the Alberta Program as set forth under the Homeowner Obligations contained in this Certificate.
- (b) the Homeowner does not maintain the condominium home properly;
- (c) the condominium home is not used as a residence;

7. TRANSFER OF WARRANTY

Should your new home be sold before the end of this Warranty:

- (a) all of the benefits not used up under this Warranty shall be transferred to the new Homeowner.
- (b) all of the "Homeowner Obligations" shall be binding on any new Homeowner.

8. CONCILIATION PROCEDURE

- (a) If there is a dispute between the Builder and the Homeowner on any question regarding the first year Warranty, a written request for conciliation can be sent to The Alberta Program at any time, but not later than sixty (60) days after the end of the one (1) year Warranty. The conciliation procedure is mandatory before the Alberta Program will do any repair work.
- (b) It is an absolute requirement (condition precedent) to any conciliation, remedial work, or repairs by The Alberta Program, that should the Homeowner be holding back payment of any money due and owing to the Builder for any claimed defect of workmanship and/or materials covered by this Warranty, such monies shall be paid unconditionally at the request and direction of The Alberta Program, prior to the commencement of the conciliation.
- (c) Either the Builder or the Homeowner may send the dispute to The Alberta Program with an approved application fee.
- (d) The Alberta Program shall send a conciliator who shall make any necessary inspections of the condominium home and who will take information from the Builder and the Homeowner. The Homeowner shall allow free and full access during normal business hours to the condominium home to The Alberta Program's conciliator or his agents or delegates for the purpose of making such inspections.
- (e) The Alberta Program will provide to the Homeowner and the Builder a decision in writing.
- (f) If repairs are necessary, the conciliator shall conduct inspections of the condominium home until the work has been completed to The Alberta Program's satisfaction.
- (g) If the party sending the dispute to conciliation is successful, the fee paid by the party shall be refunded.
- (h) If the decision of the conciliator is made against the party sending the dispute to conciliation, the fee may be kept by The Alberta Program unless an arbitration should decide otherwise.
- (i) The decision of the conciliator shall be final and binding unless the Builder, Homeowner or The Alberta Program proceeds to arbitration.

9. ARBITRATION

- (a) If any dispute, with respect to anything in this Warranty or contained in the conciliation or inspection report, is not settled by conciliation, it shall be settled by a binding arbitration in accordance with the Rules adopted by The Alberta Program and in accordance with the Arbitration Act of Alberta.
- (b) The costs of the arbitration shall be awarded at the sole discretion of the arbitrator. It is expressly agreed that the arbitration shall be final and binding on all parties.
- (c) Any arbitration must be started by sending written notice to arbitrate to The Alberta Program not later than sixty(60) days from the date of a conciliation or inspection report.

CONDOMINIUM PAYMENT INDEMNITY

The Alberta New Home Warranty Program (hereinafter called "The Alberta Program") undertakes to and agrees with the purchaser(s) (hereinafter called "the Purchaser(s)") named in the Agreement to which this Certificate is appended (herein called "the Agreement") or, as the case may be, named on the Condominium Deposit Receipt on reverse side of this Condominium Payment Indemnity, that subject to the limits, conditions and exclusions set out below, if payments paid by the Purchaser(s) to the Builder named in the Agreement (hereinafter called "the Builder") become legally refundable and the Purchaser is unable to collect from the Builder, The Alberta Program will pay the Purchaser(s) their actual loss.

1. CONDITIONS OF CONDOMINIUM PAYMENT INDEMNITY BY THE ALBERTA NEW HOME WARRANTY PROGRAM

- a. Only money payments made by the Purchaser(s) to the Builder to purchase a condominium residential unit from the Builder under the Agreement are covered by this Indemnity. Things such as rents, security deposits, mortgage advances, work or materials provided by the Purchaser, payments for use and occupancy and other adjustments which are subject to a setoff in favour of the Purchaser are not covered.
- b. The Builder must be a member of The Alberta Program in good standing at the time the payments are made by the Purchaser(s).
- c. The Alberta Program shall have approved the condominium residential unit for protection under The Alberta Program's Condominium Payment Indemnity.

2. PURCHASER OBLIGATIONS

The Purchaser(s) shall:

- (a) claim against the Alberta Program in writing for payment within sixty (60) days from the date the payments become legally refundable by the Builder to the Purchaser(s);
- (b) assign or transfer to the Alberta Program, to the extent of any payment by The Alberta Program, any security position, judgement, agreement, claim, demand or other obligation which the Purchaser may hold against the Builder or the Condominium property and relating to the same transaction; and
- (c) comply with all of the obligations, terms, covenants and conditions imposed upon them under the Agreement or this Condominium Payment Indemnity.

3. LIMITS AND EXCLUSIONS

- a. No claim may be made where the Purchaser(s) have defaulted in any of their obligations.
- b. No claim may be made by the Purchaser(s) after the expiration of a period of sixty (60) days from the date the payments became legally refundable by the Builder to the Purchaser(s).
- c. This Condominium Payment Indemnity ends when all conditions to the Agreement between the Builder and the Purchaser(s) have been waived or satisfied.
- d. The limit of liability of The Alberta Program to refund actual loss to the Purchaser(s) for payments made to the Builder is FIVE THOUSAND DOLLARS (\$5,000.00) or such greater amount as may have been approved by The Alberta Program.

4. ARBITRATION

If any dispute arises in connection to this Condominium Payment Indemnity, the dispute shall be settled by a binding arbitration in accordance with the rules adopted by The Alberta Program and in accordance with the Arbitration Act of Alberta. It is expressly agreed that the arbitration shall be final and binding on all parties. Any arbitration must be started by giving a written notice to arbitrate not later than one year from the date that monies become refundable to the Purchaser.



The Alberta New Home
Warranty Program
#201, 208 - 57th Ave. S.W.,
Calgary Alberta

Telephone:
(403) 253 - 3636
Toll Free:
1-800-352-8240

SCHEDULE "C" TO APPENDIX "A"
COMMON PROPERTY
Condominium Warranty Certificate

Page 2

1. DEFINITIONS

In this Warranty:

- (a) "Builder" is the builder named on the Certificate of Possession;
- (b) "The Alberta Program" means The Alberta New Home Warranty Program;
- (c) "date of possession" relating to the common property is the earlier of the date shown on your Certificate of Possession or the date of substantial performance as defined under the Builders' Lien Act;
- (d) "defects" are work and materials which are defective or are below the Alberta Building Code;
- (e) "structural defects" are defects which are likely to cause damage due to the failure of a load bearing part of the condominium to provide support. Excluded are driveways, basement and garage floors, patios, sidewalks, retaining walls, and all other concrete work which is not load bearing;
- (f) "load bearing part" is the support system of the condominium, including footings, piles, foundation walls, grade beams, teleposts, load bearing walls, floor joists, and roof trusses;
- (g) "condominium" is collectively the units and the common property included in the registered condominium plan shown on this Certificate, but excluding landscaping and fencing.
- (h) "Homeowner" is the legal owner of the condominium home.
- (i) "common property" is the common property in the condominium.
- (j) "Condominium Corporation" is the administrator of the condominium shown on this Certificate.
- (k) "conciliation" means an inspection and a written report to be furnished by the Alberta Program to assist in settling disputes between the Builder and the Condominium Corporation;
- (l) "arbitration" means a final and binding arbitration in accordance with the rules adopted by The Alberta Program.

2. BUILDER WARRANTY

- (a) The Builder warrants to the Condominium Corporation that the common property was built to the construction standards of the Alberta Building Code.
- (b) The Builder agrees to repair or replace defects in the common property where defects become known within one (1) year from the date of possession.
- (c) The Builder shall provide to the Condominium Corporation any warranty provided to him by a manufacturer or supplier.
- (d) The following are not defects:
 - (i) any workmanship, design or materials, provided by a Homeowner;
 - (ii) damage from improper maintenance;
 - (iii) damage caused by alterations or work done by a Homeowner or the Condominium Corporation;
 - (iv) defects that were apparent or were accepted by the Condominium Corporation at the date of possession;
 - (v) normal cracks in plaster, paint, masonry, stucco and concrete;
 - (vi) normal shrinking and warping of materials;
 - (vii) normal soil movement along utility lines;
 - (viii) damage other than structural defects caused by soil movement.

3. STANDARD PROGRAM WARRANTY

- (a) The Alberta Program shall be responsible to carry out the first year Builder's Warranty, as defined in this Certificate, if the Builder does not perform.
- (b) For the four (4) year period following the Builder's Warranty, The Alberta Program shall repair any structural defect.
- (c) A decision of The Alberta Program for the correction of a defect or structural defect shall be final and binding unless changed by arbitration.
- (d) The Condominium Corporation acknowledges that where a load bearing part forms a portion of a residential unit, as defined by the condominium plan, that load bearing part is excluded from the warranty contained in this certificate.

4. CONDOMINIUM CORPORATION OBLIGATIONS

The Condominium Corporation shall:

- (a) immediately and within one year from the date of possession, write to the Builder giving full details of any defect and not later than 60 days after the end of that year give The Alberta Program written notice of any defect which has not been repaired or replaced by the Builder;
- (b) immediately and within five (5) years after the date of possession, write to The Alberta Program giving full details of any structural defect.
- (c) in cases of a dispute, before using any other remedy, proceed to conciliation. A fee may be required to initiate this conciliation.
- (d) allow free and full access during normal business hours, to the Builder and sub trades for the purpose of repairing or replacing defects.

5. LIMITS AND EXCLUSIONS

- (a) The only Warranty given by the Builder or The Alberta Program which is binding on The Alberta Program is contained in this Warranty Certificate.
- (b) When a structural defect is not causing damage to the common property, The Alberta Program may delay repairs until damage does occur.

- (c) A structural defect caused by improper maintenance or a alteration by a Homeowner or the Condominium Corporation is not included in the Alberta Program's Warranty.
- (d) This Warranty covers repairs to the common property only and The Alberta Program is not liable for any other property damage or personal injury.
- (e) The AGGREGATE limit of liability of The Alberta Program for repairs to the common property and all of the condominium homes included in the condominium under this and all other warranties relating to the condominium is THIRTY THOUSAND (\$30,000.00) DOLLARS times the number of condominium homes in the condominium up to a maximum of ONE MILLION (\$1,000,000.00) DOLLARS.

6. TERMINATION OF WARRANTY

This Warranty shall terminate automatically if:

- (a) the Condominium Corporation fails to provide the notices required to the Builder and The Alberta Program as set forth under the Condominium Corporation Obligations contained in this Certificate.
- (b) the Condominium Corporation does not maintain the common property properly;
- (c) the condominium is not used as a residence;
- (d) the common property or a substantial part of it is removed from the land described in this Warranty.

7. CONCILIATION PROCEDURE

- (a) If there is a dispute between the Builder and the Condominium Corporation on any question regarding the first year Warranty, a written request for conciliation can be sent to The Alberta Program at any time, but not later than sixty (60) days after the end of the one (1) year Warranty. The conciliation procedure is mandatory before The Alberta Program will do any repair work. It is an absolute requirement (condition precedent) to any conciliation, remedial work, or repairs by The Alberta Program, that should any Homeowner be holding back payment of any money due and owing to the Builder for any claimed defect of workmanship and/or materials covered by this Warranty, such monies shall be paid unconditionally at the request and direction of The Alberta Program, prior to the commencement of the conciliation.
- (b) Either the Builder or the Condominium Corporation may send the dispute to The Alberta Program with an approved application fee.
- (c) The Alberta Program shall send a conciliator who shall make any necessary inspections of the common property and who will take information from the Builder and the Condominium Corporation. The Condominium Corporation shall allow free and full access during normal business hours to the common property to The Alberta Program's conciliator or his agents or delegates for the purpose of making such inspections.
- (d) The Alberta Program will provide to the Condominium Corporation and the Builder a decision in writing.
- (e) If repairs are necessary, the conciliator shall conduct inspections of the common property until the work has been completed to The Alberta Program's satisfaction.
- (f) If the party sending the dispute to conciliation is successful, the fee paid by the party shall be refunded.
- (g) If the decision of the conciliator is made against the party sending the dispute to conciliation, the fee may be kept by The Alberta Program unless an arbitration should decide otherwise.
- (h) The decision of the conciliator shall be final and binding unless the Builder, Condominium Corporation or The Alberta Program proceeds to arbitration.

8. STRUCTURAL DEFECT INSPECTION PROCEDURES

- (a) If a structural defect becomes known during this Warranty, written notice shall be sent to the Alberta Program within sixty (60) days and The Alberta Program shall be entitled to a mandatory inspection of the structural defect before it will carry out any repair work.
- (b) The decision of The Alberta Program shall be final and binding unless the Condominium Corporation proceeds to arbitration.

9. ARBITRATION

- (a) If any dispute arises, with respect to anything in this Warranty or contained in the conciliation or inspection report, it shall be settled by a binding arbitration in accordance with the Rules adopted by The Alberta Program, and in accordance with the Arbitration Act of Alberta.
- (b) The costs of the arbitration shall be awarded at the sole discretion of the arbitrator. It is expressly agreed that the arbitration shall be final and binding on all parties.
- (c) Any arbitration must be started by sending a notice to arbitrate to The Alberta Program not later than sixty (60) days from the date of a conciliation or inspection report.

THE CITY OF CALGARY, a municipal
corporation in the Province of
Alberta

(hereinafter referred to as "the Grantor") being the registered owner of all those certain lands situate
in the Province of Alberta, and more particularly described as follows, namely:

PLAN CALGARY 1091 A.F.

BLOCK "S"

RESERVING UNTO HER MAJESTY ALL MINES AND MINERALS

DO HEREBY in consideration of the sum of one (\$1.00) dollar and other good and valuable
consideration, the receipt whereof is hereby acknowledged, GIVE, GRANT, TRANSFER and MAKE
OVER unto The City of Calgary, (hereinafter referred to as "the City") the right, privilege and easement
of a right-of-way in, through and over the following lands, namely:

THOSE PORTIONS OF THE ABOVE SAID LANDS WHICH LIE WITHIN THE RIGHT OF WAYS
AS SHOWN ON PLAN 8810156

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as "the right-of-way") for the digging, putting down, taking up, relaying,
connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating sewer,
water, gas, electrical transmission, telephone and telecommunication lines, and pole anchors, or any one
or more of them, together with the usual and ordinary appurtenance thereto, (all or any one or more of
which are hereinafter referred to as "the utility line or lines") to be laid in, under, on, over or across the
right-of-way, the said right, privilege and easement being subject to the following terms and conditions
which are hereby agreed to by and between the City and the Grantor, namely:

1. The term "the City" wherever used in these presents shall include and shall be interpreted to
mean The City of Calgary and the nominees or appointees of the City.
2. The easement of a right-of-way hereby granted shall be for such length of time as the
utility line or lines are required by the City.
3. The City its tenants, contractors, subcontractors, officers, servants, agents and workmen
shall have the full and free right and liberty to have ingress, egress and to pass and repass on the right-of-
way either on foot or by means of vehicles or necessary machines whatsoever, and to remain on the right-
of-way for all purposes of digging, putting down, taking up, relaying, connecting, disconnecting,
constructing, repairing, replacing, maintaining, inspecting and operating the utility line or lines.
4. The City in carrying out any of the aforesaid operations will do so in a good and workman-
like manner and will cause or do as little damage and inconvenience to the owner or occupier of the
said lands, as is possible, and any excavations or workings made or done in connection therewith shall,
so far as is reasonably practicable, be restored to its former condition. The replacement of trees, shrubs
and landscaping other than grass shall be deemed to be impracticable.
5. The Grantor covenant that he (it) will not build, erect or maintain nor permit or suffer
to be built, erected or maintained on the right-of-way any building or structure, nor allow changes to the
design or existing surface grades, nor plant or maintain, nor allow or suffer to be planted or maintained
thereon any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the City
of any of the rights hereinbefore granted.

damages, debts, dues, suits, actions and causes of actions, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the City in the exercise of the rights and privileges herein granted.

7. This easement of a right-of-way and the covenants herein granted are and shall be covenants running with the land.

8. The rights, privileges and obligations hereunder shall extend to and shall be binding upon The City of Calgary its successors and assigns, and upon the Grantor and his or their heirs, executors, administrators and assigns (the Grantor its successors and assigns).

IN WITNESS WHEREOF The City of Calgary has hereunto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf and the Grantor has hereunto set its corporate seal to be affixed, attested by the hands of its proper officers in this behalf, at CALGARY in the Province of ALBERTA this 1 day of OCTOBER A.D., 1987

APPROVED	
LAND	<i>[Signature]</i>
PLANNING	
ENGINEER	
ELECTRIC SYSTEM	
AS TO FORM SOLICITORS	<i>[Signature]</i>
COUNCIL	

THE CITY OF CALGARY

[Signature]
DIRECTOR OF LAND, LAND DEPARTMENT

[Signature]
CITY CLERK OCT 01 1987

SIGNED, and SEALED
by

in the presence of

BY: THE CITY OF CALGARY

[Signature]
Director of Land, Land Dept.

[Signature]
City Clerk OCT 01 1987

AFFIDAVIT OF EXECUTION

CANADA) I, _____ of _____
PROVINCE OF ALBERTA) in the Province of Alberta, _____ (Occupation)
TO WIT) MAKE OATH AND SAY:

1. That I was personally present and did see _____

named in the attached instrument, who _____ personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at the _____ of _____
in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said _____

who _____ in my belief of the full age of eighteen years.

SWORN at _____)
in the Province of Alberta, this _____ day)
of _____ A.D., 19 _____)

A Commissioner For Oaths in and for the Province of Alberta

AFFIDAVIT

I, _____ of _____
in the Province of Alberta, _____ (Occupation) MAKE OATH AND SAY:

1. That I am the _____ (or duly appointed agent)
acting under power of attorney in my favour dated the _____ day of _____
A.D., 19 _____, granted by the _____ named in the within (or annexed)
instrument.

2. That I am (or my principal is) not married.

OR

That neither myself nor my spouse (or my principal or his spouse has resided on the within
mentioned land at any time since our (or their) marriage.

OR

That a judgment for damages was obtained against me by my spouse (or my principal by
his spouse) and registered in the Land Titles Office as No. _____
dated the _____ day of _____ 19 _____

SWORN at _____)
in the Province of _____)
this _____ day of _____ A.D., 19 _____)

A Commissioner For Oaths in and for the Province of Alberta

CONSENT OF SPOUSE

I, _____ being married to the before
named _____ do hereby give my consent to the disposition of our homestead
made in this (or the annexed) instrument, and I have executed this document for the purpose of giving
up my life estate and other dower rights in the said property given to me by THE DOWER ACT, to the
extent necessary to give effect to the said disposition.

CERTIFICATE OF ACKNOWLEDGEMENT OF SPOUSE

1. This document was acknowledged before me by _____
apart from her husband (or his wife).

2. _____ acknowledged to me that she (or he):-
- (a) is aware of the nature of the disposition (or agreement);
 - (b) is aware that THE DOWER ACT, gives her (or him) a life estate in the homestead and the
right to prevent disposition of the homestead by withholding consent;
 - (c) consents to the disposition (or agreement) for the purpose of giving up the life estate and
other dower rights in the homestead given to her (or him) by THE DOWER ACT, to the
extent necessary to give effect to the said disposition;
 - (d) is executing the document freely and voluntarily without any compulsion on the part of her
husband (or his wife).

DATED at _____)
in the Province of _____)
this _____ day of _____ A.D., 19 _____) A Commissioner for Oaths in and for the Province
of Alberta

AN AGREEMENT BETWEEN

88-1 021241

FEB 9

'88

THE CITY OF CALGARY

AND



THE CITY OF CALGARY

W. L. W.

I certify that the within instrument
is duly Entered and Registered in the Land
Titles Office for the South Alberta Land
Registration District at Calgary.

[Signature]

A.D. Registrar
SALRD

The City of Calgary Land Department
File No. 4647

10-11

THE CITY OF CALGARY, a municipal
corporation in the Province of
Alberta

GENERAL UTILITY

(hereinafter referred to as "the Grantor") being the registered owner of all those certain lands situate in the Province of Alberta, and more particularly described as follows, namely:

BLOCK S, PLAN 1091 A.F.

EXCEPTING THEREOUT ALL MINES AND MINERALS

DO HEREBY in consideration of the sum of one (\$1.00) dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, GIVE, GRANT, TRANSFER and MAKE OVER unto The City of Calgary, (hereinafter referred to as "the City") the right, privilege and easement of a right-of-way in, through and over the following lands, namely:

THOSE PORTIONS OF THE ABOVE SAID LANDS WHICH LIE WITHIN THE RIGHT OF WAYS

AS SHOWN ON PLAN 9010135

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as "the right-of-way") for the digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating sewer, water, gas, electrical transmission, telephone and telecommunication lines, and pole anchors, or any one or more of them, together with the usual and ordinary appurtenance thereto, (all or any one or more of which are hereinafter referred to as "the utility line or lines") to be laid in, under, on, over or across the right-of-way, the said right, privilege and easement being subject to the following terms and conditions which are hereby agreed to by and between the City and the Grantor, namely.

1. The term "the City" wherever used in these presents shall include and shall be interpreted to mean The City of Calgary and the nominees or appointees of the City.
2. The easement of a right-of-way hereby granted shall be for such length of time as the utility line or lines are required by the City.
3. The City its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress, egress and to pass and repass on the right-of-way either on foot or by means of vehicles or necessary machines whatsoever, and to remain on the right-of-way for all purposes of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the utility line or lines.
4. The City in carrying out any of the aforesaid operations will do so in a good and workman-like manner and will cause or do as little damage and inconvenience to the owner or occupier of the said lands, as is possible, and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former condition. The replacement of trees, shrubs and landscaping other than grass shall be deemed to be impracticable.
5. The Grantor covenant that he (it) will not build, erect or maintain nor permit or suffer to be built, erected or maintained on the right-of-way any building or structure, nor allow changes to the design or existing surface grades, nor plant or maintain, nor allow or suffer to be planted or maintained thereon any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the City of any of the rights hereinbefore granted.

damages, debts, dues, suits, actions and causes of actions, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the City in the exercise of its rights and privileges herein granted.

7. This easement of a right-of-way and the covenants herein granted are and shall be covenants running with the land.

8. The rights, privileges and obligations hereunder shall extend to and shall be binding upon The City of Calgary its successors and assigns, and upon the ~~Grantor its successors and assigns~~ (the Grantor its successors and assigns).

IN WITNESS WHEREOF The City of Calgary has hereunto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf and ~~the Grantor has hereunto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf~~, at CALGARY in the Province of ALBERTA this 13 day of December A.D., 1989

APPROVED	
LAND	<i>[Signature]</i>
PLANNING	
ENGINEER	
ELECTRIC SYSTEM	
AS TO FORM SOLICITORS	<i>[Signature]</i>
COUNCIL	

THE CITY OF CALGARY

[Signature]
DIRECTOR OF LAND, LAND DEPARTMENT

[Signature]
CITY CLERK

SIGNED, and SEALED
by _____)
in the presence of _____)

BY: THE CITY OF CALGARY

[Signature]
Director of Land and Dept.
[Signature]
City Clerk

AFFIDAVIT OF EXECUTION

CANADA) I, _____ of _____
PROVINCE OF ALBERTA) in the Province of Alberta, _____ (Occupation)
TO WIT) MAKE OATH AND SAY:

1. That I was personally present and did see _____

named in the attached instrument, who _____ personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at the _____ of _____
in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said _____

who _____ in my belief of the full age of eighteen years.

SWORN at _____)
in the Province of Alberta, this _____ day)
of _____ A.D., 19 _____)

A Commissioner For Oaths in and for the Province of Alberta

AFFIDAVIT

I, _____ of _____
in the Province of Alberta, _____ (Occupation) MAKE OATH AND SAY:

1. That I am the _____ (or duly appointed agent)
acting under power of attorney in my favour, dated the _____ day of _____
A.D., 19 _____, granted by the _____ named in the within (or annexed)
instrument.

2. That I am (or my principal is) not married.

OR

That neither myself nor my spouse (or my principal or his spouse) has resided on the within
mentioned land at any time since our (or their) marriage.

OR

That a judgment for damages was obtained against me by my spouse (or my principal by
his spouse) and registered in the Land Titles Office as No. _____
dated the _____ day of _____ 19 _____

SWORN at _____)
in the Province of _____)
this _____ day of _____ A.D., 19 _____)

A Commissioner For Oaths in and for the Province of Alberta

CONSENT OF SPOUSE

I, _____ being married to the before
named _____ do hereby give my consent to the disposition of our homestead
made in this (or the annexed) instrument, and I have executed this document for the purpose of giving
up my life estate and other dower rights in the said property given to me by THE DOWER ACT, to the
extent necessary to give effect to the said disposition.

CERTIFICATE OF ACKNOWLEDGEMENT OF SPOUSE

1. This document was acknowledged before me by _____
apart from her husband (or his wife).

2. _____ acknowledged to me that she (or he):-
(a) is aware of the nature of the disposition (or agreement);
(b) is aware that THE DOWER ACT, gives her (or him) a life estate in the homestead and the
right to prevent disposition of the homestead by withholding consent;
(c) consents to the disposition (or agreement) for the purpose of giving up the life estate and
other dower rights in the homestead given to her (or him) by THE DOWER ACT, to the
extent necessary to give effect to the said disposition;
(d) is executing the document freely and voluntarily without any compulsion on the part of her
husband (or his wife).

DATED at _____)
in the Province of _____)
this _____ day of _____ A.D., 19 _____)

A Commissioner for Oaths in and for the Province
of Alberta

7

AN AGREEMENT BETWEEN

THE CITY OF CALGARY

AND



THE CITY OF CALGARY

901019294 REGISTERED 1990 01 19
UTRW - UTILITY RIGHT OF WAY
DOC 3 OF 3 DRR#: 1747139 ADR/SRICHARD
LINC/S: 0012447132

UTRW

The City of Calgary Land Department
File No. 5356

3-3

LAND DEDICATION AGREEMENT dated this day of
A.D. 19

BETWEEN: **THE CITY OF CALGARY**, a municipal corporation in
the Province of Alberta

(hereinafter called "the City")

- and -

INTRAWEST CORPORATION

(hereinafter referred to as "the
Transferor")

WHEREAS the Transferor is the registered Owner of the following described
lands:

PLAN 1091AF

BLOCK S

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A)	PLAN 9010134	ROAD	0.589	(1.46)
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EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as "the
Transferor's lands")

AND WHEREAS the City requires a portion of the following
described Transferor's lands for road widening purposes:

A 4.5 BY 4.5 METRE CORNER CUT DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH WEST CORNER THENCE EASTERLY ALONG THE
SOUTHERLY BOUNDARY A DISTANCE OF 4.5 METRES THENCE NORTH WESTERLY
IN A STRAIGHT LINE TO A POINT DISTANT 4.5 METRES NORTHERLY OF THE
SOUTH WESTERLY CORNER THEREOF THENCE SOUTHERLY ALONG THE
WESTERLY BOUNDARY TO THE POINT OF COMMENCEMENT

(hereinafter referred to as the "said lands")

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the covenants, agreements, conditions, terms and stipulations hereafter contained on the part of the City to be performed and observed, the Transferor hereby agrees to dedicate to the City the said lands.

1. The City has granted a Subdivision to the Transferor for the Transferor's lands and a condition of such grant of subdivision was dedication of the said lands to the City which is hereby acknowledged by the parties hereto.
2. The City shall be entitled to register a caveat against the Transferor's lands by virtue of this agreement, such caveat to be withdrawn upon registration of a road plan.
3. The parties hereto agree to execute and deliver all such further deeds and documents as shall be reasonably necessary to carry out the intention and purpose of this Agreement.
4. The preamble hereto shall be deemed to form an integral part of this Agreement as though herein repeated at length.
5. This agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

DATED THIS DAY OF 19

THE CITY OF CALGARY

MANAGER, ACQUISITION DIVISION

CITY CLERK

INTRAWEST CORPORATION

Childress
WITNESS

Koss Menden
Admiral

OUR FILE NO: 7-1045-1823
YOUR FILE NO: 97-Y-4009-11W

APPROVED	
AS TO CONTENT ENG. & ENVIR.	
CORPORATE PROPERTIES	
AS TO FORM SOLICITORS	