

Calgary Ring Road Amended and Restated Highway Transfer Agreement

**AMENDED AND RESTATED HIGHWAY TRANSFER
AGREEMENT**

BETWEEN

**ALBERTA TRANSPORTATION and ALBERTA
INFRASTRUCTURE**

AND

THE CITY OF CALGARY

FOR

**TRANSFER OF TITLE FOR HIGHWAYS
WITHIN CURRENT CITY LIMITS**

WEST FREEWAY

(from Highway 8 to Highway 1 on the west side of Calgary; and
Highway 1 from the west City corporate limit to Highway 201)

SOUTHWEST FREEWAY

(Highway 8 from the west City corporate limit to Sarcee Trail/Glenmore Trail SW to
Highway 22X;
From Highway 22X to 500 metres east of Macleod Trail S; and
Glenmore Trail from Sarcee Trail to 650 metres east of the east property line of 37
Street SW)

HIGHWAY 2 NORTH

Calgary HTA Amended and Restated - EXECUTION - May 13-16

Calgary Ring Road Amended and Restated Highway Transfer Agreement

2

(Deerfoot Trail from Stoney Trail to the north City corporate limit)

STONEY TRAIL

(from Highway 1 West to Highway 2 North; and
A portion of Country Hills Boulevard NW)

EAST FREEWAY

(from Highway 2 North to Highway 22X; and
Highway 22X from the east City corporate limit to 500 metres east of Macleod Trail
South;
Highway 1 from the east City corporate limit
to the East Freeway;
A portion of 52 Street SE; and
A portion of McKenzie Lake Boulevard SE)

HIGHWAY 560 EAST

(from the east City corporate limit
to the East Freeway)

HIGHWAY 2 SOUTH (Deerfoot Trail)

(from Highway 22X to the south City corporate limit)

HIGHWAY 2A

(from Highway 22X to 1000 metres south of Highway 22X)

FROM THE CITY TO THE PROVINCE

Calgary Ring Road Amended and Restated Highway Transfer Agreement

AMENDED AND RESTATED HIGHWAY TRANSFER AGREEMENT

Made effective and entered into as of this 13th day of May, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Transportation and the Minister of Infrastructure (the "**Province**")

- and -

THE CITY OF CALGARY (the "**City**")

WHEREAS the Province and the City are parties to a Highway Transfer Agreement dated the 31st day of March, 2007, as amended by a Highway Transfer Agreement First Amending Agreement dated the 14th day of December, 2009 (collectively, the "**Highway Transfer Agreement**");

WHEREAS The Province and the City wish to restate and further amend the above described Highway Transfer Agreement by means of this Amended and Restated Highway Transfer Agreement (this "**Agreement**");

WHEREAS the Minister of Transportation, pursuant to Section 2 of Schedule 14, of the *Government Organization Act*, R.S.A. 2000, c. G-10, and Section 23 of the *Designation and Transfer of Responsibility Regulation* (A.R. 38/2008) has the administration of highways outside the City, the title to which is vested in the Province;

WHEREAS the Minister of Infrastructure, pursuant to Section 4 of Schedule 5, of the *Government Organization Act*, R.S.A. 2000, c. G-10, and Section 8 of the *Designation and Transfer of Responsibility Regulation* (A.R. 38/2008) has the administration of the T.U.C (as defined herein);

WHEREAS the City, pursuant to section 16(2) of the *Municipal Government Act*, R.S.A. 2000, c. M-26, has title to all roads within the City corporate limits (except for the highways and roads transferred or to be transferred to the Province as described in this

PAGE 1 OF 31

Calgary Ring Road Amended and Restated Highway Transfer Agreement

Agreement);

WHEREAS Stoney Trail, the East Freeway, the West Freeway, a portion of the Southwest Freeway and Highway 22X are within the provincially owned T.U.C (as herein defined), and title to these roads would be vested in the City after the Calgary Ring Road is constructed;

WHEREAS the City and the Province desire to transfer from the City to the Province title to the following:

- a) Glenmore Trail/Highway 8 from the west City corporate limit to 650 metres east of the 37 Street east property boundary,
- b) The future West Freeway from Highway 8 to Highway 1,
- c) The future Southwest Freeway from Sarcee Trail/Glenmore Trail to Highway 22X,
- d) Stoney Trail from Highway 1 West to Highway 2 North,
- e) The East Freeway (Stoney Trail) from Highway 2 North to Highway 22X,
- f) Highway 1 East from the east City corporate limit to the East Freeway,
- g) Highway 1 West from east of the Stoney Trail/Highway 1 interchange to the west City corporate limit,
- h) Highway 560 East from the east City corporate limit to the East Freeway,
- i) Highway 22X from the east City corporate limit to the west City corporate limit,

as outlined on the plans in Appendix "1" and Attachment "B" to this Agreement; and

WHEREAS the Province and the City, pursuant to section 22(1) of the *Public Highways Development Act*, R.S.A. 2000, c. P-38 and section 16(2) of the *Municipal Government Act*, R.S.A. 2000, c. M-26 may enter into an agreement for the transfer by the City to the Province of title to any road in the City to allow the Province to have title, direction, control and management of same.

NOW THEREFORE in consideration of one dollar (\$1.00) and the mutual terms and conditions hereinafter specified, the Province and the City agree as follows:

1. The recitals to this Agreement and Appendices 1 through 5 of the Highway

Calgary Ring Road Amended and Restated Highway Transfer Agreement

Transfer Agreement as amended in accordance with Section 42 shall form an integral part of this Agreement and the following expressions have the following meanings:

“Agreement” means this Amended and Restated Highway Transfer Agreement and any attachments hereto;

“Calgary Ring Road” means Stoney Trail, the East Freeway, the West Freeway, the Southwest Freeway and Highway 22X as described herein;

“Highways” means, collectively, the highways and roads referred to in Sections 2.1 and 2.2 (noting the temporary transfer to the Province of specified portions thereof in Section 2.3) as transferred to the Province, including the rights of way and allowances, and all related infrastructure (which includes, but is not limited to, roadways, bridges, ramps, overpasses, streetlights, signs, guardrails, sign structures and traffic controls), except as otherwise specifically excluded in this Agreement;

“Highway Identification Maps” means the drawings attached to this Agreement in Attachment “B” that amend Appendix “5” of the Highway Transfer Agreement in accordance with Section 42;

“Roads” means collectively, the roads referred to in Section 2.4 as transferred to the City, including the rights of way and allowances, and all related infrastructure (which includes but is not limited to, roadways, bridges, ramps, overpasses, streetlights, signs, guardrails, sign structures and traffic controls), except as otherwise specifically excluded in this Agreement; and

“T.U.C.” means the Calgary Restricted Development Area as defined in the *Calgary Restricted Development Area Regulations* (A.R. 212/76), as may be amended from time to time (unless otherwise specified in this Agreement as being the T.U.C. boundary as at a point in time).

Calgary Ring Road Amended and Restated Highway Transfer Agreement

2. Transfer of Title, Direction, Control and Management

2.1 Highways Transfer to Province Inside T.U.C

Subject to Section 2.3, the City transfers to the Province title, direction, control, and management to all existing and proposed highways and roads under the jurisdiction of the City and located within the T.U.C. on the dates indicated below in this Section 2.1, including without limitation those existing and proposed highways and roads as shown on the key plan in Appendix "1", and summarized as follows:

- a) On completion of construction and opening to traffic of Stoney Trail from Highway 1 West to Highway 2 North (Deerfoot Trail) (which occurred on November 2, 2009);
 - i) Stoney Trail from Highway 1 West to Highway 2 North (Deerfoot Trail);
 - ii) Highway 2 North (Deerfoot Trail) from Stoney Trail to the north City corporate limit;
 - iii) That portion of the Country Hills Boulevard NW road dedication of subdivision plans 9712544 and 9813292, as shown in Appendix "5";
- b) On March 31, 2007;
 - i) the future East Freeway from Highway 2 North (Deerfoot Trail) to Highway 1A East;
 - ii) Any part of the future Highway 2 North (Deerfoot Trail)/East Freeway Interchange not included in the Memorandum of Agreement for the Transfer of Highway 2 (Deerfoot Trail) dated May 8, 2000;
- c) On completion of construction and opening to traffic of the future East Freeway from Highway 2 North (Deerfoot Trail) to Highway 1A East (which occurred on November 1, 2009):
 - i) Highway 1 East from the east City corporate limit to the East Freeway;
- d) On March 31, 2010:
 - i) the future East Freeway from Highway 1A East to Highway 22X;
 - ii) Highway 22X from the east City corporate limit to 500 metres east of

Calgary Ring Road Amended and Restated Highway Transfer Agreement

- Macleod Trail South;
- iii) That portion of the 52nd Street SE road plan 031 0606, as shown in Appendix "5"; and that portion of the 52nd Street SE road dedication of subdivision plan 0211214, as shown in Appendix "5";
 - iv) Highway 2 South (Deerfoot Trail) from Highway 22X to the south City corporate limit (for this portion of Highway 2 (Deerfoot Trail) the existing Memorandum of Agreement for the Transfer of Highway 2 (Deerfoot Trail) dated May 8, 2000 remains in effect until superseded by this section of this Agreement;
 - v) Highway 560 East from the east City corporate limit to the East Freeway;
 - vi) that portion of the McKenzie Lake Boulevard SE road dedication of subdivision plan 811 0925 as shown in Appendix "5";
- e) On a date to be mutually determined the future West Freeway from Highway 8 West to Highway 1 on the west side of Calgary (for which the Province shall provide 15 days prior notice to the City):
- i) The West Freeway; and
 - ii) All highways and roads located within the T.U.C. (as of the date of transfer) and within the project limits of the West Freeway.
- f) On a date to be mutually determined (anticipated to be no later than September 7, 2016) the future Southwest Freeway (for which the Province shall provide 15 days prior notice to the City):
- i) The Southwest Freeway;
 - ii) Highway 8/Glenmore Trail SW from east of 69 Street to 650 metres east of the 37 Street SW east property boundary; and
 - iii) All Highways and roads located within the T.U.C. (as the date of transfer) and within the project limits of the Southwest Freeway.
- g) On December 14, 2009, the road allowance in N19-22-29-4 and S19-22-29-4 as shown in Appendix "5" (road rights of way for 24 and 28 Street S.E. in Fish Creek Provincial Park);

Calgary Ring Road Amended and Restated Highway Transfer Agreement

- h) In all cases a) through h), any existing highways, roads or road allowances that are within the T.U.C. and within the City's jurisdiction, together with those roads or road allowances shown in Appendix "5", are to be transferred to the Province in conjunction with the transfer of the associated portion of the Calgary Ring Road for such existing highways, roads or road allowances identified in each case.

In all cases, related service roads outside of the T.U.C. are excluded from the transfers pursuant to this Agreement and continue to be under the direction, control, and management of the City unless specifically agreed otherwise in writing. For service roads within the T.U.C., title to the service roads remains with the Province and the direction, control, and management of the service roads remains with the City unless specifically agreed otherwise in writing. The City shall determine the standards for the direction, control, and management of the above service roads.

In addition to the above, title to and direction, control and management of any future highway or road constructed by the Province within the T.U.C. shall be vested in the Province.

2.2 Highways Transfer to Province Outside T.U.C.

Subject to Section 2.3, the City transfers to the Province title to and direction, control and management of the following outside the T.U.C., as further described in Attachment "B" to this Agreement:

- a) At commencement of the Valley Ridge Boulevard/Highway 1 interchange construction (for which the Province will provide 15 days prior notice to the City), Highway 1 from the west City corporate limit to the Stoney Trail/Highway 1 interchange. The City will remain responsible for the operation and maintenance of Highway 1 until transfer of the West Freeway;
- b) As part of the Southwest Freeway, on a date to be mutually determined (anticipated to be no later than September 7, 2016, and for which the

Calgary Ring Road Amended and Restated Highway Transfer Agreement

Province will provide 15 days prior notice to the City):

- i) Highway 8/Glenmore Trail SW from east of 69 Street to 650 metres east of the 37 Street SW east property boundary;
- ii) Highway 8 from the west T.U.C. boundary to the west City corporate limit;
- iii) Sarcee Trail SW from 200 metres south of the Richmond Road south property boundary to Glenmore Trail;
- iv) 37 Street SW from south of Richardson Way to north of Lakeview Drive;
- v) Anderson Road from 30 Street SW to 37 Street SW;
- vi) Bullhead Road from 37 Street SW to west City corporate limit;
- vii) 130 Avenue from the Woodpath Road west property boundary to west City corporate limit;
- viii) 146 Avenue/Fish Creek Boulevard from 250 metres west of the Everridge Drive west property boundary to 37 Street SW;
- ix) 37 Street SW from Anderson Road SW to Fish Creek Boulevard, including the bridge structure (Province's bridge file #375) over Fish Creek;
- x) 37 Street SW within the Highway 22X right of way;
- xi) Highway 22X from the T.U.C. boundary to the west City corporate limit; and
- xii) Highway 2A from the south T.U.C. boundary to 520 metres south of the T.U.C. boundary.

2.3 Temporary Transfer of Specified Highways

Some of the Highways transferred to the Province in Sections 2.1 and 2.2 above are only required on a temporary basis to allow for the Province's construction activities both inside and outside the T.U.C. Accordingly, upon the date or dates that the remaining West Freeway and Southwest Freeway portions of the Calgary Ring Road are opened to the public for use by vehicle traffic (which may occur in two or more stages), for which the Province shall provide the City 15 days prior notice to the City, or such earlier date as the parties may agree, title to

Calgary Ring Road Amended and Restated Highway Transfer Agreement

and direction, control and management of the following outside the T.U.C. (the T.U.C boundary as at the date first above written) and direction, management and control to the following inside the T.U.C., as such portions relate to the portion of the Calgary Ring Road opened to the public for use (the T.U.C. boundary as at the date first above written), shall revert to the City without requiring any further action by either party to be effective:

a) Outside the T.U.C.:

West Freeway:

- i) Valley Ridge Boulevard NW;
- ii) Crestmont Boulevard NW;
- iii) 101 Street intersection with Bow Trail SW; and
- iv) 1 Avenue SW extension east and west of the T.U.C. boundary;

Southwest Freeway:

- v) Macleod Trail service road in southwest quadrant of Highway 22X interchange;
- vi) 146 Avenue SW service road to 37 Street SW, west of the Southwest Freeway;
- vii) 188 Avenue SW service road from 890 metres west of the west property line of 53 Street SW to James McKeivitt/Spruce Meadows Way;

b) Inside the T.U.C.:

West Freeway:

- i) 1 Avenue SW;
- ii) 1 Avenue SW south extension to private residence on the east side of the West Freeway in SE32-24-2-5;
- iii) West Valley Road SW/101 Street SW (access to City's park and ride site);
- iv) 101 Street SW (realignment of 101 Street to west of the City's corporate limits);

Calgary Ring Road Amended and Restated Highway Transfer Agreement

- v) 17 Avenue SW east of Slopeview Drive SW;
- vi) 17 Avenue SW west of the realigned 101 Street SW to Lower Springbank Road;
- vii) Slopeview Drive SW, south of 17 Avenue SW to the T.U.C. boundary;
- viii) 101 Street SW connection from the TUC boundary to Highway 8;
- ix) East-West emergency access to Valley Ridge community from Stoney Trail northwest of the Highway 1/Stoney Trail interchange;

Southwest Freeway:

- x) 188 Avenue SW service road from 37 Street SW to James McKeivitt Road SW;
- xi) Tournament Lane from 188 Avenue SW south to the T.U.C boundary;
- xii) 24 Street from 188 Avenue SW south to the T.U.C. boundary;
- xiii) Realigned 37 Street SW from 188 Avenue SW south to the T.U.C. boundary;
- xiv) 85 Street SW extension to Lower Springbank Road SW;
- xv) 37 Street SW northwest of 146 Avenue/Fish Creek Boulevard to the City owned parcel;
- xvi) Service road from Westhills Way SW west to City stormwater management facility on the south side of Glenmore Trail;
- xvii) Service road carrying Macleod Trail Southbound to commercial area Westbound in northwest quadrant of Macleod Trail/Stoney Trail interchange;

The Province shall ensure that the Highways outlined in this Section 2.3, subject to reasonable wear and tear, is in the same or better condition upon title to and/or direction, control and management, as the case may be, reverting to the City.

2.4 Road Transfer to City

As of the effective date of this Agreement the Province transfers to the City title

Calgary Ring Road Amended and Restated Highway Transfer Agreement

to and direction, control and management of the following (as further described in Attachment "B" to this Agreement):

- a) 84 Street NE extension to Township Road 250 (south of Township Road 250);
 - b) 84 Street NE extension to Highway 564 (both north and south of Highway 564); and
 - c) 112 Avenue NW west of Sarcee Trail within the T.U.C.
3. The Province accepts the transfer of title to and direction, control and management of the Highways, as outlined and upon the terms in Sections 2.1 to Section 2.3, from the City.

The City accepts the transfer of title to and direction, control and management of the Highways as outlined in Section 2.3, and the Roads as outlined in Section 2.4, from the Province.

4. For the Highways being transferred by the City to the Province the City shall provide the Province, and for the Roads being transferred by the Province to the City the Province shall provide to the City, to the extent available and as soon as practicable, the following:
- a) A copy of all "existing" road right-of-way plans and/or registered road plans;
 - b) A copy of all "As Built" road plans, structural plans, and drainage plans;
 - c) A copy of all road and structure maintenance and rehabilitation records;
 - d) A copy of the schedule for the currently proposed maintenance and rehabilitation activities; and,
 - e) A copy of all traffic control device locations/records.
5. Subject to the discretion of the City Council for the City, the Municipal Government Board and the Province's Minister of Municipal Affairs on annexations, the City shall endeavour to ensure that any portion of Highways 1, 2, 8, and 22X that are outside the current City corporate limits and that may be annexed by the City in the future are deemed to be transferred, and conditions

Calgary Ring Road Amended and Restated Highway Transfer Agreement

contained within this Agreement are deemed to be in effect at the effective date of the annexation.

6. For the particular portions of the Highways under this Agreement that are outside the T.U.C., the Province shall conduct, if necessary, a legal survey of the Highways rights-of-way and registered road plans for the Highways included in this Agreement. Where the proposed Highways rights-of-way boundary deviates from any existing surveyed Highways rights-of-way boundary, title to any Highways rights-of-way outside the revised boundary shall remain with the City. The preparation of any such road plan will be subject to the review and approval of the City prior to registration. For Highways under this Agreement that are within the T.U.C., a separate road plan is not required.
7. On the same date as the transfer of any portion of the Highways as outlined in Section 2.1 and Section 2.2, the transferred portion of the Highways shall become a Provincial Highway under Section 3 of the *Public Highways Development Act*, or upon proclamation of Section 2 of the *Highways Development and Protection Act*, the Province will designate such portion of the Highways as a Controlled Highway in accordance with the formalities of that legislation.
8. Where the Province undertakes or contracts for the construction of any portion of the Calgary Ring Road under this Agreement either directly or indirectly through a third party, whether before or after the designation as a Provincial Highway becomes effective, the City shall not levy any municipal property charges or tax pursuant to the *Municipal Government Act* with respect to the Calgary Ring Road right-of-way.
9. Within the T.U.C., the City shall retain responsibility for maintaining and rehabilitating the existing roadways on all public roads under the direction, control and management of the City crossing the T.U.C. (including related structures and improvements) or connecting to the Calgary Ring Road within the T.U.C. and constructed by the City prior to or during the construction of the

Calgary Ring Road Amended and Restated Highway Transfer Agreement

Calgary Ring Road. The standards of maintenance shall be determined by the City and the boundaries where the responsibility changes may be marked by appropriate signs. In the event that an existing public road under the direction, control and management of the City within the T.U.C. or connecting to the Calgary Ring Road is incorporated into the Calgary Ring Road via relocation or reconstruction by the Province, then the Province shall be responsible for maintaining and rehabilitating the roadway surface (including related structures and improvements) which were relocated or reconstructed, subject to further agreement between the parties. The standards of maintenance shall be determined by the Province when an existing public road under the direction, control and management of the City within the T.U.C. is incorporated into the Calgary Ring Road.

10. The City shall retain ownership and responsibility of the following within the T.U.C.:
 - a) All city-owned and operated utilities other than the storm drainage as shown on the plans forming part of Appendix "2" (as amended by Attachment "A");
 - b) All underground storm drainage facilities carrying only non-Highways storm drainage as shown on the plans forming part of Appendix "2" (as amended by Attachment "A");
 - c) Where an underground storm drainage facility accommodates both the Highways and non-Highways storm drainage, responsibility for the system shall be shared as follows:
 - i) The City shall retain responsibility for the main trunk sewer including all manholes on the trunk sewer;
 - ii) The Province shall retain responsibility for all storm inlets and sewers draining the Highways and connecting with the main trunk sewer; and
 - d) All separate pedestrian/bicycle facilities within the Highways rights-of-way or within the T.U.C, including the pedestrian overpass and related pathways near Nose Hill Drive NW, pedestrian overpasses on Stoney Trail NW at Tuscany Blvd NW and south Country Hills Blvd NW, and the pedestrian overpass across Anderson Road SW to be constructed by the

Calgary Ring Road Amended and Restated Highway Transfer Agreement

City. Notwithstanding the first sentence of Section 10 d), and for the avoidance of doubt, in respect of Stoney Trail/Bow River NW Pedestrian Bridge City Road Structure #3125B, all elements of the structure related solely for the function of the pedestrian bridge only will remain the property and responsibility of the City. All bridge elements related to the motor vehicle traffic (hereinafter referred to as "Traffic") portion of the structure and common to the Traffic and pedestrian structures will be transferred to the Province.

Elements to be retained by the City include:

- i) All Dywidag bar support cables, cable to pier head anchorage assemblies (at Piers 2 and 3) and the north anchor block,
- ii) Pedestrian bridge south abutment,
- iii) Pedestrian bridge bearings at south abutment, pier 2 and pier 3,
- iv) Pedestrian bridge superstructure (trusses, deck, handrails and expansion joints), and
- v) Approach handrail off south end of the pedestrian bridge deck.

Elements to be transferred to the Province include:

- vi) The main north and south abutments,
- vii) Piers 1, 2, 3 and 4,
- viii) Traffic bridge bearings,
- ix) Traffic bridge superstructure (concrete box girder, Traffic barriers, steel handrail, expansion joints and deck strains),
- x) Concrete approach barriers,
- xi) Interior lighting systems, and
- xii) Roadway lighting.

11. Where mutually agreed by the City and the Province to be appropriate, the City shall design and construct the power feeds to provide separate circuits to the Highways streetlights transferred to the Province to clearly demarcate areas of

Calgary Ring Road Amended and Restated Highway Transfer Agreement

responsibility between the City and the Province.

12. The City shall provide to the Province within one year from the effective date of this Agreement, to the extent available, a copy of the record plans for all Highways structures and improvements transferred to the Province.
13. The Province grants to the City, reasonable temporary access across and within the Highways to:
 - a) Maintain the existing City-owned utilities and all City-owned underground storm drainage facilities crossing the Highways or within the Highways.
 - b) Replace existing or construct new City-owned utilities or underground storm drainage facilities crossing the Highways at locations subject to the consent of the Province which shall not be unreasonably withheld, and to standards acceptable to the Province and the City.
 - c) Carry out maintenance and rehabilitation of the existing public roads (including related structures and improvements) under the direction, control and management of the City crossing the T.U.C. or connecting to the Calgary Ring Road pursuant to Section 9 of this Agreement.

provided that where a) and b) are within the T.U.C. the Province may determine, subject to prior consultation with the City:

- d) the location and alignment of utility rights-of-way within the T.U.C.;
- e) the location of utility right-of-way crossings, pedestrian crossings, and access road crossings within the T.U.C.; and,
- f) the granting of temporary access across and within the T.U.C.

The City shall indemnify and save harmless the Province, the Province's agents and employees, from and against all actions, causes of action, claims and demands arising directly or indirectly out of any act or omission of the City, the City's employees or agents, arising directly or indirectly from the direction, control, and management of the public roads, utilities and facilities described in this Section 13 save and except to the extent caused or contributed to by the Province or the Province's agents and employees.

Calgary Ring Road Amended and Restated Highway Transfer Agreement

14. The Province shall maintain the existing surface and underground Highways storm drainage system within the Highways right-of-way and shall accommodate the existing surface drainage from upstream of the Highways. Nothing in this Agreement prevents the Province and the City from entering into a separate agreement regarding the operation and maintenance of selected components of the existing or future surface or underground storm drainage systems.
15. Where the City or the Province proposes alterations to a storm drainage facility, the City or the Province shall ensure that the present level of flood protection provided to the Highways is not compromised in any way.
16. The City will liaise with the Province and the City will be responsible for the cost of the traffic control on the Highways for the duration of any work performed by the City, which may have an impact on the operation of the Highways. The work prescribed in this clause includes but not limited to general construction, and special events traffic controls (such as Spruce Meadow competitions).
17. For non City-owned utilities within the Highways rights-of-way:
 - a) The City shall provide the Province with a copy, in a mutually acceptable form, of all plans and specifications in the City's possession as provided by the utility companies for those non City-owned utilities either within or crossing the Highways right-of-way, as well as a copy of all agreements between the City and the utility companies respecting such utilities by January 31, 2015 for transfers occurring on or before January 31, 2014, and for subsequent transfers, within 30 days of the effective date of the transfer. Where the non City-owned utilities have been subject to specific prior approval given by Alberta Environment, Alberta Infrastructure or Alberta Transportation, the provision of such plans, specifications, and agreements is not required. No representation, warranty, covenant or guarantee is made or given by the City respecting the completeness, accuracy or reliability of the plans and specifications provided by the utility companies for the non City-owned utilities within the Highways rights-of-

Calgary Ring Road Amended and Restated Highway Transfer Agreement

way.

- b) The Province assumes the City's rights and obligations for the existing utility agreements between the City and the utility companies and agrees to abide by their terms and conditions from the date of the transfer of the respective portion of the Highways to the Province. The City is responsible for all obligations under these agreements that arose prior to the date of transfer.
 - c) With respect to any existing utility agreement between the City and any utility company where the agreement contains a clause contemplating assignment of the utility agreement, and notwithstanding Section 17(b), such agreement shall remain in effect including any and all terms relating to any relocation or adjustment of the utility that may become necessary to accommodate the development of the Highways. The City shall either secure consent from the utility company for the assignment of such an agreement and shall assign its interest in the agreement to the Province or the City shall continue to be responsible for all aspects of the administration of such agreement, including retention of all revenues generated through that agreement. Unless an assignment from the City to the Province is effected pursuant to this section 17(c), and except for the Province's obligation's as set out in section 17(b), the Province shall not be held responsible or accountable for any administration, actions, causes of actions, claims or demands arising directly or indirectly from such agreement.
18. Where the City proposes the construction of new City-owned sidewalks, bicycle paths, pedestrian overpasses, roads, flyovers, storm drainage facilities, grading, street lights, traffic controls or utilities or other such structures or facilities either within or crossing the Highways, the City shall:
- a) Provide to the Province, for review and comment, a copy of the detailed design drawings for the project;
 - b) Incorporate into the design of such projects any special design parameters

PAGE 16 OF 31

Calgary Ring Road Amended and Restated Highway Transfer Agreement

or conditions as may be reasonably requested by the Province for the protection of the public, the Highways, and the structures or facilities being constructed;

- c) Obtain the written consent of the Province prior to the undertaking any such construction and the Province shall not unreasonably withhold or delay such consent;
 - d) Obtain the written consent of the Province prior to the undertaking any such construction within the T.U.C. Provided that the proposal is compatible with other designated uses of the T.U.C. the Province shall provide such consent in a timely manner; and
 - e) Be responsible for the operation and maintenance of these new structures and facilities, unless agreed to otherwise by the Province in writing.
19. The following studies constitute a conceptual guide for the long-term planning for the Calgary Ring Road:
- a) The Calgary Ring Road – Stoney Trail, Trans Canada Highway to Deerfoot Trail Functional Planning Study, by Earth Tech (Canada) Inc., dated November 2003;
 - b) The Calgary East Ring Road Functional Planning Study, by Earth Tech (Canada) Inc., dated April 2006;
 - c) Southwest Calgary Ring Road (Highway 201) Functional Planning Study – Glenmore Trail/Stoney Trail Interchange to Highway 22X/Sarcee Trail Interchange dated August 2008 prepared by Focus Corporation;
 - d) West Calgary Ring Road Functional Planning Study – Stoney Trail – 69 Street SW to Highway 1 (Trans-Canada Highway) dated June 2010 prepared by Focus Corporation;
 - e) South Calgary Ring Road – Functional Planning Study – Macleod Trail SE to 85 Street SW dated August 2011 prepared by Focus Corporation; and
 - f) Additional pending, updated and future studies following acceptance of each final study report.

In areas where none of the above studies apply, the “Calgary Outer Ring Road Agreement” dated October 30, 1991, including any and all subsequent

Calgary Ring Road Amended and Restated Highway Transfer Agreement

amendments thereto, may be used as a guide.

In addition, for any part of the Highways transferred, or to be transferred from the City to the Province under this Agreement, the Province may undertake additional planning studies. The objective of these studies is to further the development of the Calgary Ring Road as a high-standard, limited-access, free-flow transportation facility.

20. With respect to Highways improvements within the T.U.C.:
 - a) Where any improvements proposed by the Province would have an impact on the City's roads, utilities or infrastructure connecting directly with the Highways, the Province will provide the relevant information to the City. Before completing final designs of the proposed improvements, sufficient time will be given for the City to provide input into the proposed improvements, as well as to budget for any related interface improvements of the City's roads, utilities or infrastructure.
 - b) Where any improvements proposed by the City would have an impact on the Highways, the City will provide the relevant information to the Province. Before completing final designs of the proposed improvements, sufficient time will be given for the Province to provide input into the proposed improvements, as well as to budget for any related interface improvements on the Highways.
 - c) In either a) or b) above, the right-of-way limit for the Highways, as outlined in Appendix "1" or Attachment "B" to this Agreement, defines the limit of financial responsibility for either party for any connecting improvements unless alternative, project specific, financial limits are mutually negotiated and agreed upon in writing.
 - d) Where any improvements proposed by the Province are in the vicinity of existing City-owned utilities within the Highways, the Province will provide the relevant information to the City, for the City to determine if alterations to the utility will be required. Before completing final design of the proposed Highways improvements, sufficient time will be given for the City to provide input into the proposed improvements, including the design of

Calgary Ring Road Amended and Restated Highway Transfer Agreement

any required alterations of the utilities as determined by the City to accommodate the proposed improvements. The total cost of such alterations (including the cost of design) shall be the responsibility of the Province subject to any pre-existing agreements between the parties.

- e) The parties shall continue the existing administrative "Highway Coordination Committee" to address any design, construction, operational or maintenance issues or other unforeseen matters, and to share in advance any available information on any future improvements to the Highways or connecting improvements that may be under consideration.
 - f) The Province and the City shall provide to each other, free of charge, all records, plans and relevant information for changes or revisions to the Highways and related structures and improvements included within this Agreement.
21. The City hereby acknowledges that the Province may require additional land within the City for the purpose of upgrading the Calgary Ring Road. The Province acknowledges that, in accordance with section 22(2) of the *Public Highways Development Act*, the Province requires the City's consent to the purchase or expropriation of any additional land within the City as needed for the purpose of upgrading the Highways. The City and the Province each agree to from time to time do all such acts and provide such further assurances and instruments as may reasonably be required in order to comply with the consent requirements of section 22(2) of the *Public Highways Development Act* and the provisions of this Agreement according to their spirit and intent. This Section 21, however, shall not in any event be construed as obligating the City to provide such consent.
22. With respect to adjacent developments:
- a) The City acknowledges the Province's need to be informed of land use policies and development of lands adjacent to the T.U.C. and will endeavour to solicit the Province's interests and concerns in advance of proposed changes to existing land use policies or development plans in accordance this Section.

Calgary Ring Road Amended and Restated Highway Transfer Agreement

- b) The Province acknowledges the City's need to be informed of land use policies and developments within the T.U.C. and will endeavour to solicit the City's interests and concerns in advance of proposed changes to existing land use policies or development plans in accordance with this Section.
 - c) The City shall be responsible for all land use planning and development approvals for lands outside the T.U.C.
 - d) The Province shall be responsible for the formal closure of registered road rights of ways for all developed roadways closed by the Province for the construction of any part of the Provincial Highway system which are outside the T.U.C. This includes the bylaw closure application fees and all associated costs as detailed by the City's road closure process.
23. The minimum level of the Highways maintenance will be in accordance with the Province's prevailing guidelines and policies, and as described in Appendix "3". The City may at its discretion request the Province to provide a higher level of maintenance subject to the City assuming the full cost of such additional maintenance.

The City shall be responsible to resolve any existing, documented noise issues or complaints from the public as they relate to the Highways, provided such public complaints were received by the City prior to the transfer of that Highway. In the event that the Province alters, or causes to be altered, the elevations of the Highways, or causes the Highways to encroach upon the separation between the Highways and the adjacent development through widening of the Highways, or the construction of interchange ramps, or traffic conditions change so as to create the need for noise attenuation, the Province shall resolve these issues consistent with the Province's prevailing noise policy.

The City shall continue to maintain any existing noise walls in the City's ownership and the Province shall maintain any noise walls constructed by the Province on Highways transferred under Sections 2.1 and 2.2.

Calgary Ring Road Amended and Restated Highway Transfer Agreement

24. The practical limits of maintenance responsibilities may be mutually determined and adjusted from time to time so as to provide for the seamless maintenance of the Highways and connecting public roads owned by the City and for the efficient operation of maintenance equipment. To that end, the City and the Province, agree to jointly develop a coordinated winter maintenance plan and definition of the boundaries. Subject to the foregoing, following transfer of title to and direction, control and management of the Highways to the Province, the City shall provide interim maintenance for the routine maintenance of those portions of the Highways within the Calgary Ring Road until such time as the construction of that portion of the Calgary Ring Road within which those portions of the Highways fall is commenced by the Province. Transitional maintenance would be at cost recovery unless a separate maintenance agreement has been executed between the Province and the City at the time of transfer of title to and direction, control and management of the Highways. Transition maintenance will include traffic control devices, road marking, traffic signals, street lights, and duties as noted in the "summer maintenance" schedule in Appendix "3".
25. The City shall indemnify and save harmless the Province, the Province's agents and employees, from and against all actions, causes of action, claims and demands arising directly or indirectly from design, construction, operation, or maintenance of:
- a) the Highways arising prior to the date of transfer of title to and direction, control and management of such Highways pursuant to Section 2.1 and Section 2.2;
 - b) the Highways arising after the date of reversion of title to and direction, control and management of such Highways pursuant to Section 2.3; and
 - c) the Roads arising after the date of transfer of title to and direction, control and management of such Roads pursuant to Section 2.4.
26. The Province shall indemnify and save harmless the City, the City's agents and employees, from and against all actions, causes of action, claims and demands arising directly or indirectly from design, construction, operation, or maintenance

Calgary Ring Road Amended and Restated Highway Transfer Agreement

of:

- a) the Highways arising after the date of transfer of title to and direction, control and management of such Highways pursuant to Section 2.1 and Section 2.2;
 - b) the Highways arising prior to the date of reversion of title to and direction, control and management of such Highways pursuant to Section 2.3; and
 - c) the Roads arising prior to the date of transfer of title to and direction, control and management of such Roads pursuant to Section 2.4.
27. The City shall be responsible for the day-to-day policing and enforcement activities on the Calgary Ring Road and Highways within the corporate limits of the City and, for greater certainty, the portion of the Southwest Freeway outside of the corporate limits of the City consistent with provincial acts and provincial regulations, and subject to any restrictions of territorial jurisdiction imposed by the City of Calgary Police Commission. The City shall be entitled to all revenues derived through this policing and enforcement including those from photo radar provided that its use is consistent with provincial guidelines.
28. Section 27 notwithstanding, the Province may install monitoring devices or conduct random inspections for the purpose of monitoring or enforcing vehicle weight, dimension, and safety regulations on the Highways.
29. The City shall provide first response emergency services and incident management services for all incidents on the Calgary Ring Road and Highways within the corporate limits of the City and, for greater certainty, the portion of the Southwest Freeway outside of the corporate limits of the City.

In this section, "first response" means police and fire, as necessary to attend to vehicle collisions or upsets, large spill containment, clean-up or mitigation and other emergency situations that may occur that pose risks to public health or safety or the environment, but excluding emergency maintenance such as debris on the road and dead animals that otherwise may result in an unsafe

Calgary Ring Road Amended and Restated Highway Transfer Agreement

condition.

In this section, “incident management” means temporary police and fire, as necessary, attendance to provide traffic control (including the strategic placement of emergency vehicles), small spill containment, cleanup or mitigation, and related activities to protect and resolve the initial vehicle collision or upset or other emergency situation.

In this section “follow-up response” means police and fire, as necessary, attendance to provide and deploy signs and barriers as needed for temporary lane closures, road closures, detours, vehicle collision and upset debris removal, and related remedial activities

- a) Subject to subsection (d), first response emergency and incident management services shall be at no cost to the Province.
- b) For any follow-up response necessary as a result of first response emergency or incident management services, the Province shall provide to the City, a twenty-four hour, seven days a week, emergency response contact number for the maintenance contractor engaged to maintain the Calgary Ring Road and Highways. The City may contact the maintenance contractor on behalf of the Province, and the Province will be responsible for the timely follow-up and all follow-up costs incurred by the contractor as a result of the incident.
- c) The City retains the right to pursue third-parties, including insurers, to recover expenses or damages incurred or sustained as a result of the provision of first response emergency or incident management services.
- d) For the portion of the Southwest Freeway outside of the corporate limits of the City, the Province will reimburse the City for expenses related to the first response emergency or incident management services provided in accordance with Alberta Transportation Policy TCE-DC-501 “Emergency Calls – Emergency Response on Highways”, as amended or replaced from time to time.

Calgary Ring Road Amended and Restated Highway Transfer Agreement

30. The Province, through the maintenance contractor, shall carry out the day to day operation and maintenance of any traffic signals on the Calgary Ring Road and Highways. The City shall request the approval of the Province, through the local Alberta Transportation office, for any proposed changes in the signal timing. The City and the Province shall mutually agree upon any proposed changes in the signal timing that may have a material impact on the traffic flows to and from the Calgary Ring Road and the Highways and connecting public roads owned by the City, and that the intent of such changes shall be to maximize the overall efficiency and safety of the Calgary Ring Road and Highways interchanges.
31. The Province shall be responsible for the ongoing operation, direct payment of energy cost and service, and maintenance of the Calgary Ring Road and Highways lighting and traffic sign lighting.
32. As between the City and the Province, the Province shall be responsible for all other necessary activities relating to the safe and efficient design, construction, operation and maintenance of the Highways not specifically noted in this Agreement.
33. The Province shall provide a 24-hour telephone number of the Province's maintenance contractor to the City's 311 Operations Centre to redirect public concerns about the Highways including utility line-location and property damage occurrence reports. The Province shall provide road weather information system information ("RWIS") to the City on a regular basis at no cost to the City. The RWIS data shall be forwarded to the City's Roads Maintenance Division and 311 Operations Centre.
34. Third party advertising signs and billboards, as defined from time to time in the City's Land Use Bylaw, including flowerbed signs, shall not be permitted within the Highways rights-of-way.
 - a) The Province and the City shall jointly determine whether existing third party signs and billboards installed under contract between the City and

Calgary Ring Road Amended and Restated Highway Transfer Agreement

third parties shall remain until the contracts have expired.

- b) The City shall retain full responsibility for existing third party advertising signs and billboards that are permitted to remain within the T.U.C. or Highways rights-of-way for the duration of the contracts. The City shall be entitled to all revenues derived from such signs and billboards. At the expiration of the contracts, such signs or billboards shall be removed at the City's expense.
 - c) The City shall indemnify and save harmless the Province, the Province's agents and employees, from and against all actions, causes of action, claims and demands arising directly or indirectly out of any act or omission of the City, the City's employees or agents, arising directly or indirectly from the direction, control, and management of the third party advertising signs and billboards described in this Section save and except to the extent caused or contributed to by the Province or the Province's agents and employees.
 - d) No extension will be permitted for any third party advertising sign or billboard contracts that expire.
 - e) The City shall consult with the Province on any future proposed signs or billboards within the Highways rights-of-way described under this Agreement.
35. [INTENTIONALLY DELETED]
36. The parties shall give this Agreement a fair and reasonable interpretation and when required, shall negotiate with fairness and candour, any modification or alteration thereof for the purpose of carrying out the intent of this Agreement.
37. Any notice, demand, or other document required or permitted to be given under the terms of this Agreement, shall be sufficiently given to the party to whom it is addressed, if delivered or forwarded by registered mail to the Province at:

Alberta Transportation
Suite 310, Twin Atria Building
4999-98 Avenue
Edmonton, Alberta

Calgary Ring Road Amended and Restated Highway Transfer Agreement

T6B 2X3

Attention:

Mr. Landon Reppert
Executive Director
Major Capital Projects Branch

or to the City at:

City of Calgary
P.O. Box 2100, Postal Station M, #8067
Calgary, Alberta
T2P 2M5

Attention:

Mr. Malcolm Logan
General Manager
Transportation Department

or to such address as either party may furnish to the other from time to time. Every such notice given shall be deemed to have been received; if delivered, on the date of delivery; or if mailed, on the seventh business day following the date of posting.

38. This Agreement shall enure to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. This Agreement shall not be assigned by the City or the Province without the consent in writing of the other party acting reasonably and only upon arrangements satisfactory to the other party, made with the proposed assignee, to ensure performance of the assigning party's obligations under this Agreement.
39. This Agreement embodies the entire agreement between the Province and the City. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. No additional changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless produced in writing and signed by both parties.
40. If either party considers that any provision of the Agreement is uncertain, then

PAGE 26 OF 31

Calgary Ring Road Amended and Restated Highway Transfer Agreement

that party shall refer the issue to the “Highway Coordination Committee” for its recommendation. In the event that such recommendation is not accepted by both parties in writing within 30 days of the date of written notification to each party of such recommendation the matter shall be escalated to the Minister of Transportation and the City Manager who shall negotiate in good faith to reach a mutually agreeable resolution. Subject to the foregoing, in the event that any provision is invalid or otherwise unenforceable, such provision shall be deemed severed herefrom, but the remainder of this Agreement shall continue in full force and effect.

41. This Agreement is an amendment and restatement of the Highway Transfer Agreement. The obligations outstanding under the Highway Transfer Agreement that remain outstanding as of the effective date of this Agreement shall constitute continuing obligations under this Agreement in all respects. The Highway Transfer Agreement has been restated as provided in this Agreement solely for the purposes of reflecting the amendments to the Highway Transfer Agreement upon which the Province and the City have agreed.
42. Notwithstanding that this Agreement amends and restates the Highway Transfer Agreement, Appendices “1” through “5” of the Highway Transfer Agreement are not restated by this Agreement. Appendix “2” is amended by the addition of the plans in Attachment “A”, attached to and forming an integral part of this Agreement. Appendix “4” is amended by deletion in its entirety. Appendix “5” of the Highway Transfer Agreement is amended and superseded by the addition of the Highway Identification Maps in Attachment “B”, attached to and forming an integral part of this Agreement. For greater certainty, in the event of any conflict between Attachment “B” to this Agreement and Appendix “5” of the Highway Transfer Agreement, Attachment “B” shall govern. Appendix “1” through Appendix “3” and Appendix “5” shall collectively remain in full force and effect as amended. References in this Agreement to the Appendices of this Agreement are to the Appendices of the Highway Transfer Agreement as amended by this Section 42.
43. For greater certainty, where a provision of this Agreement requires a party to provide plans, agreements or other records to the other, that party’s obligation to

Calgary Ring Road Amended and Restated Highway Transfer Agreement

so provide is satisfied where such plans, agreements or other records were previously provided pursuant to a provision of the Highway Transfer Agreement.

44. Each party shall comply with all applicable laws in the exercise of their rights and performance of their obligations under this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date first above written.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Transportation and the Minister of Infrastructure

Date: _____, 2016

Per: _____
Brian Mason
Minister of Transportation and
Minister of Infrastructure

THE CITY OF CALGARY

Date: _____, 2016

Per: _____
Jeff Fielding
City Manager

Date: _____, 2016

Per: _____
Susan P. Gray
City Clerk

City of Calgary Director Approvals

Approved as to Content:

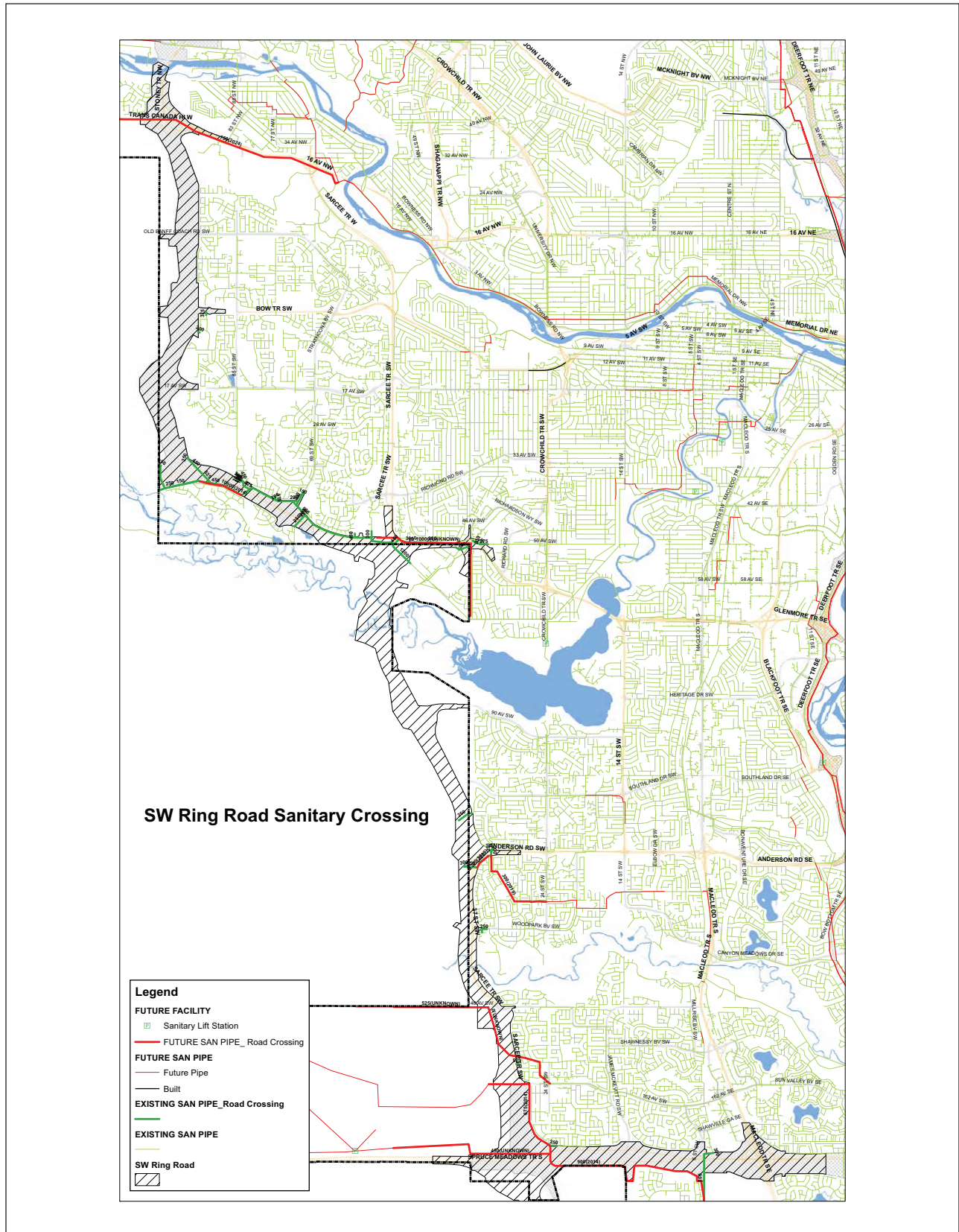
Roads

Calgary Ring Road Amended and Restated Highway Transfer Agreement

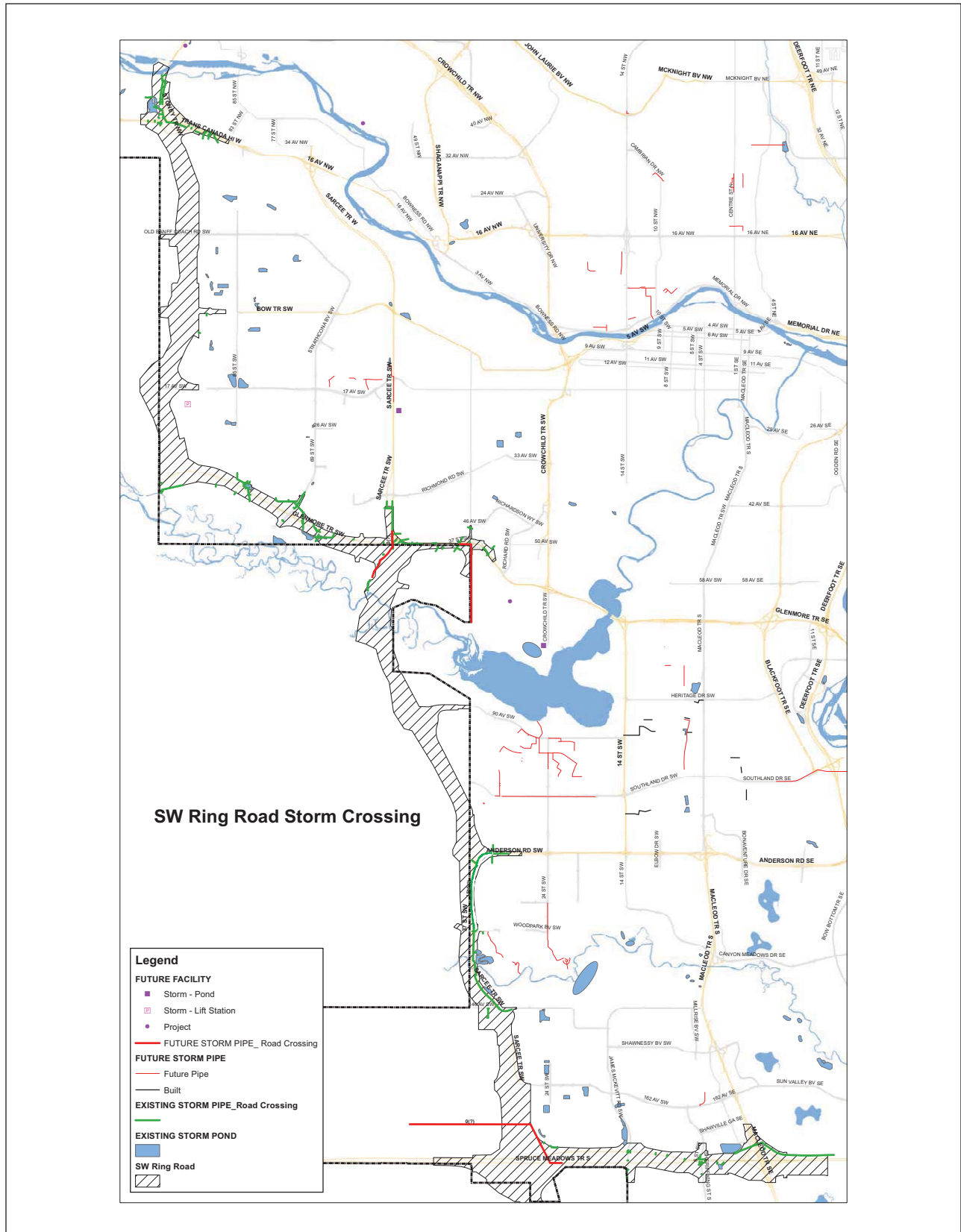
Office of Land Servicing and Housing
Water Resources
Land Use Planning and Policy
As to Form:
Law Department

Attachment "A" – Plans added to Appendix "2"

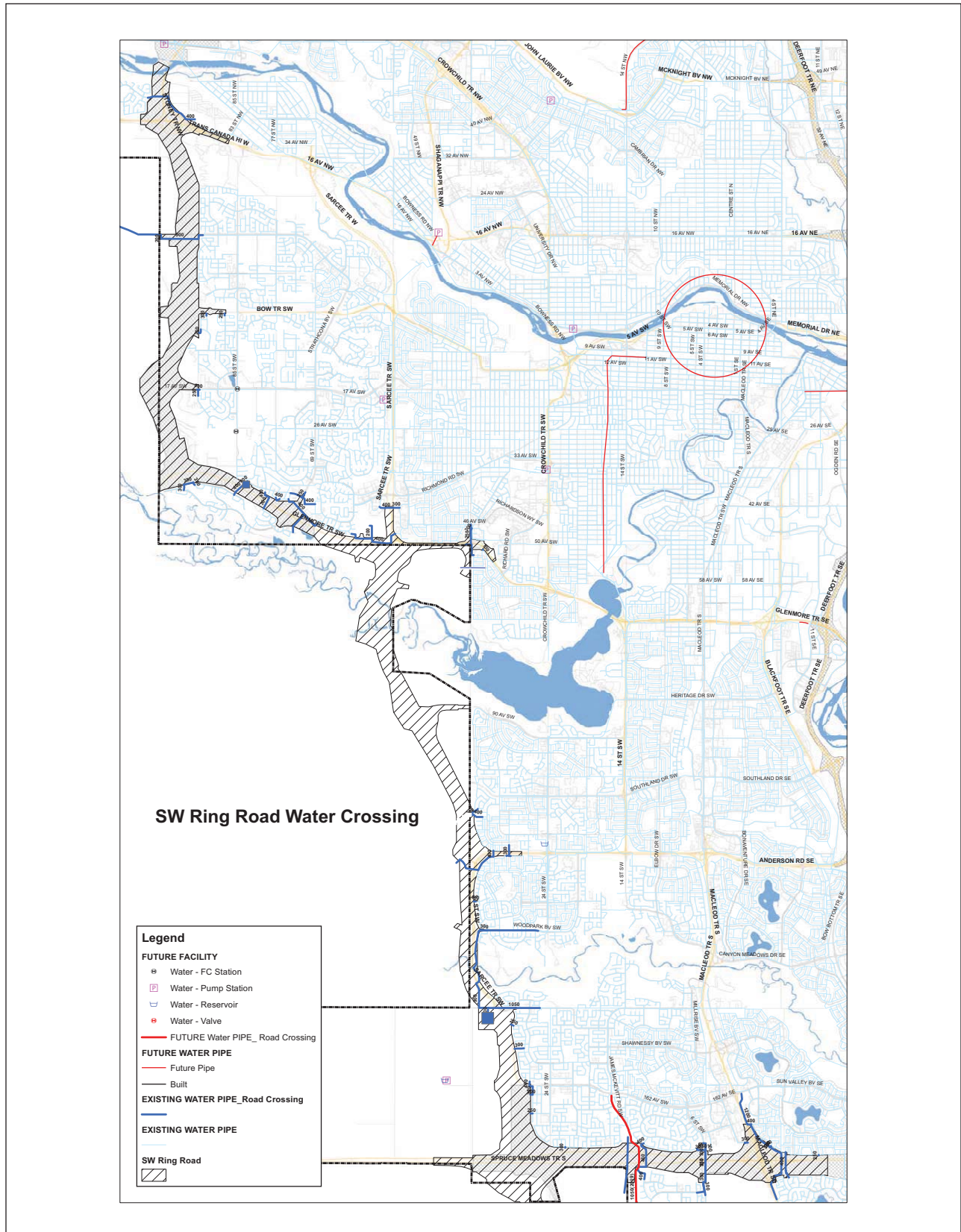
Calgary Ring Road Amended and Restated Highway Transfer Agreement



Calgary Ring Road Amended and Restated Highway Transfer Agreement

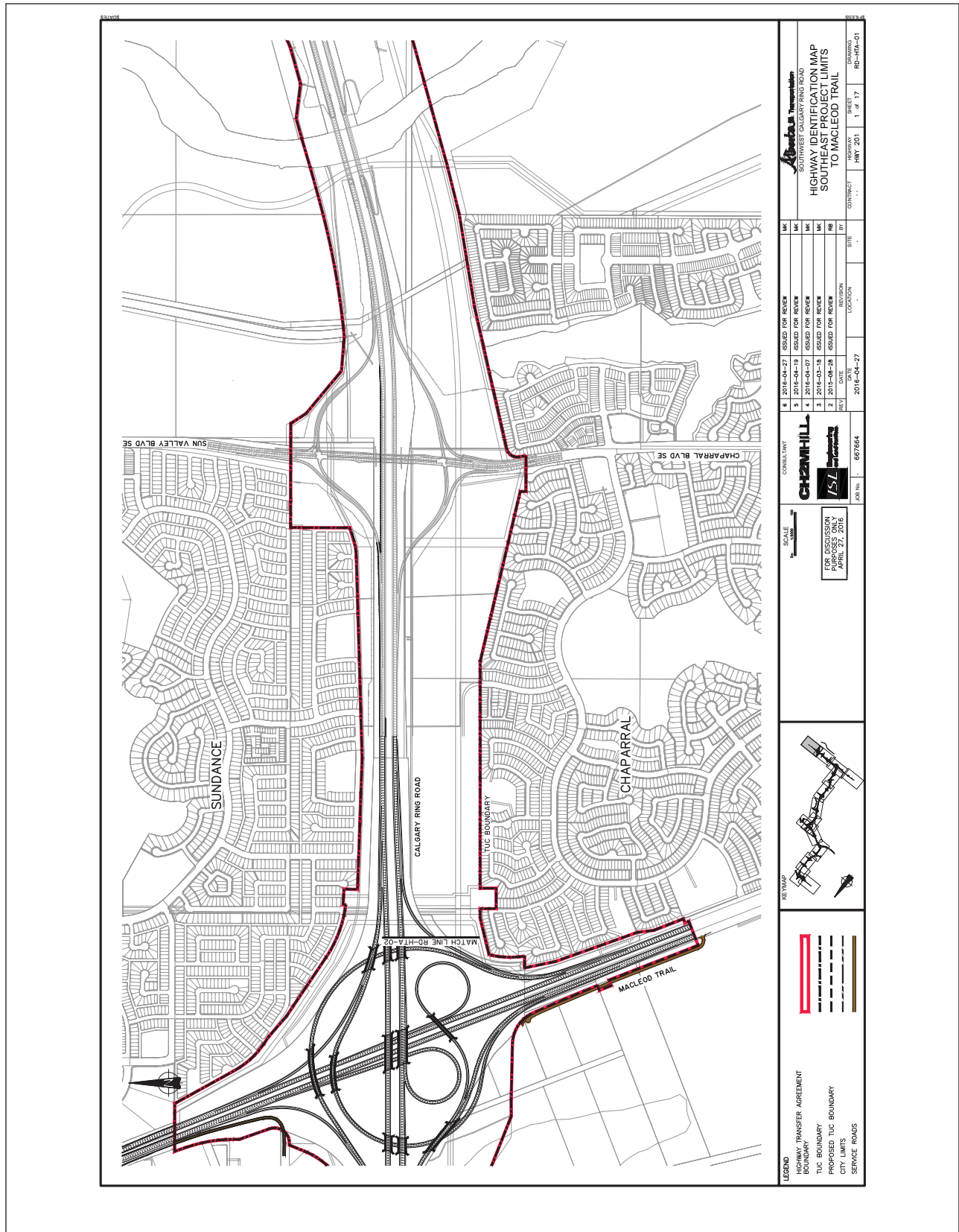


Calgary Ring Road Amended and Restated Highway Transfer Agreement

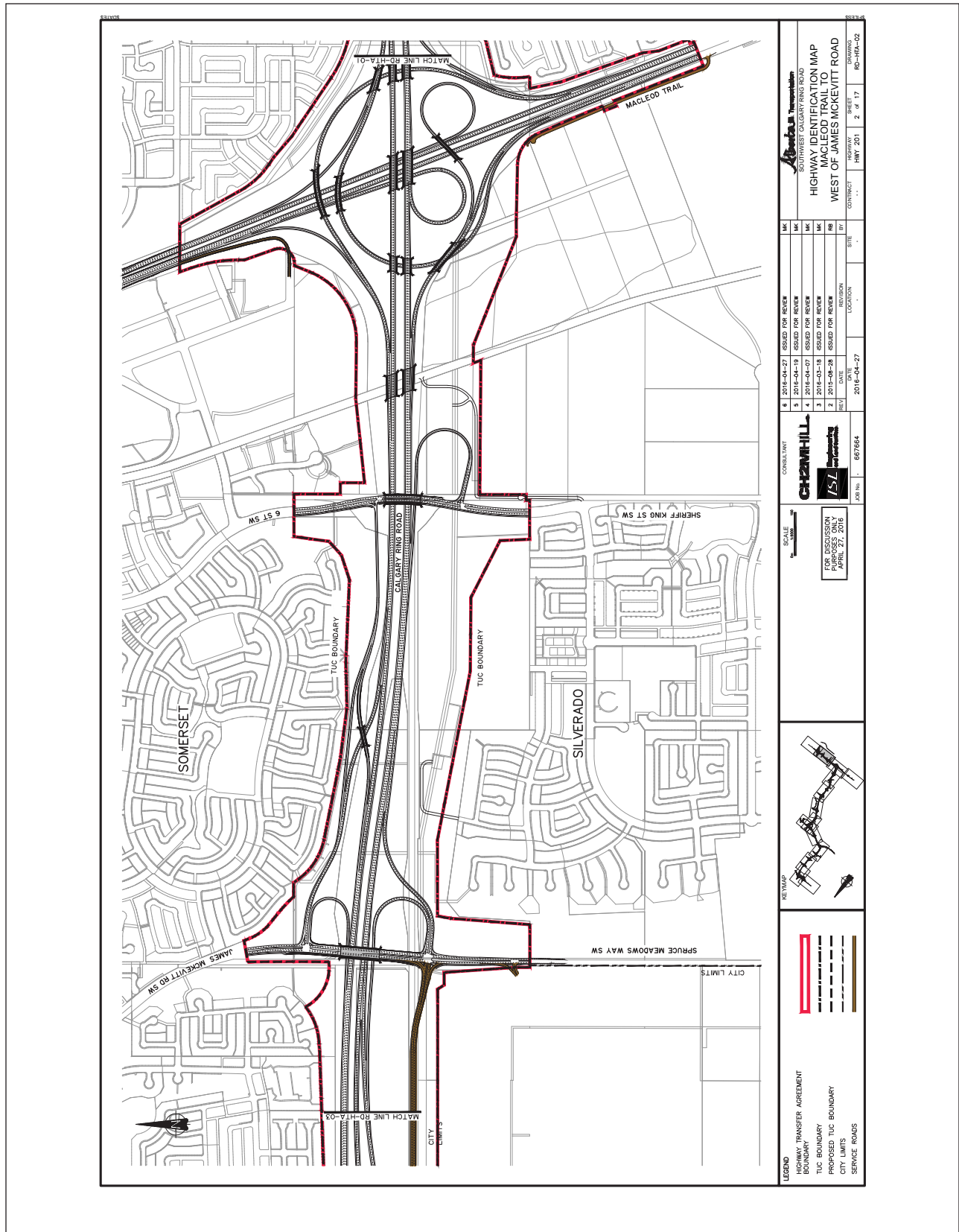


Attachment "B" – Highway Identification Maps

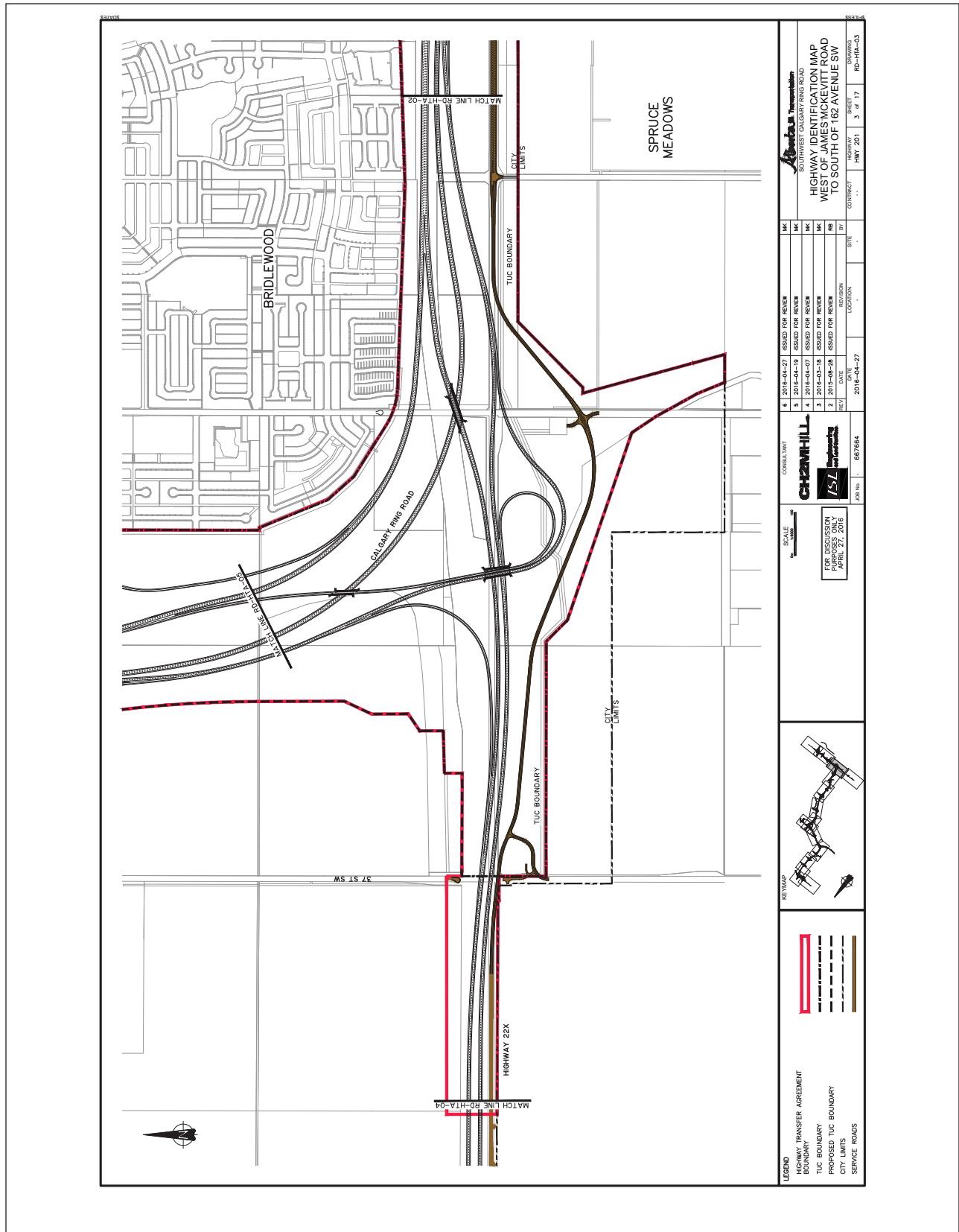
Calgary Ring Road Amended and Restated Highway Transfer Agreement



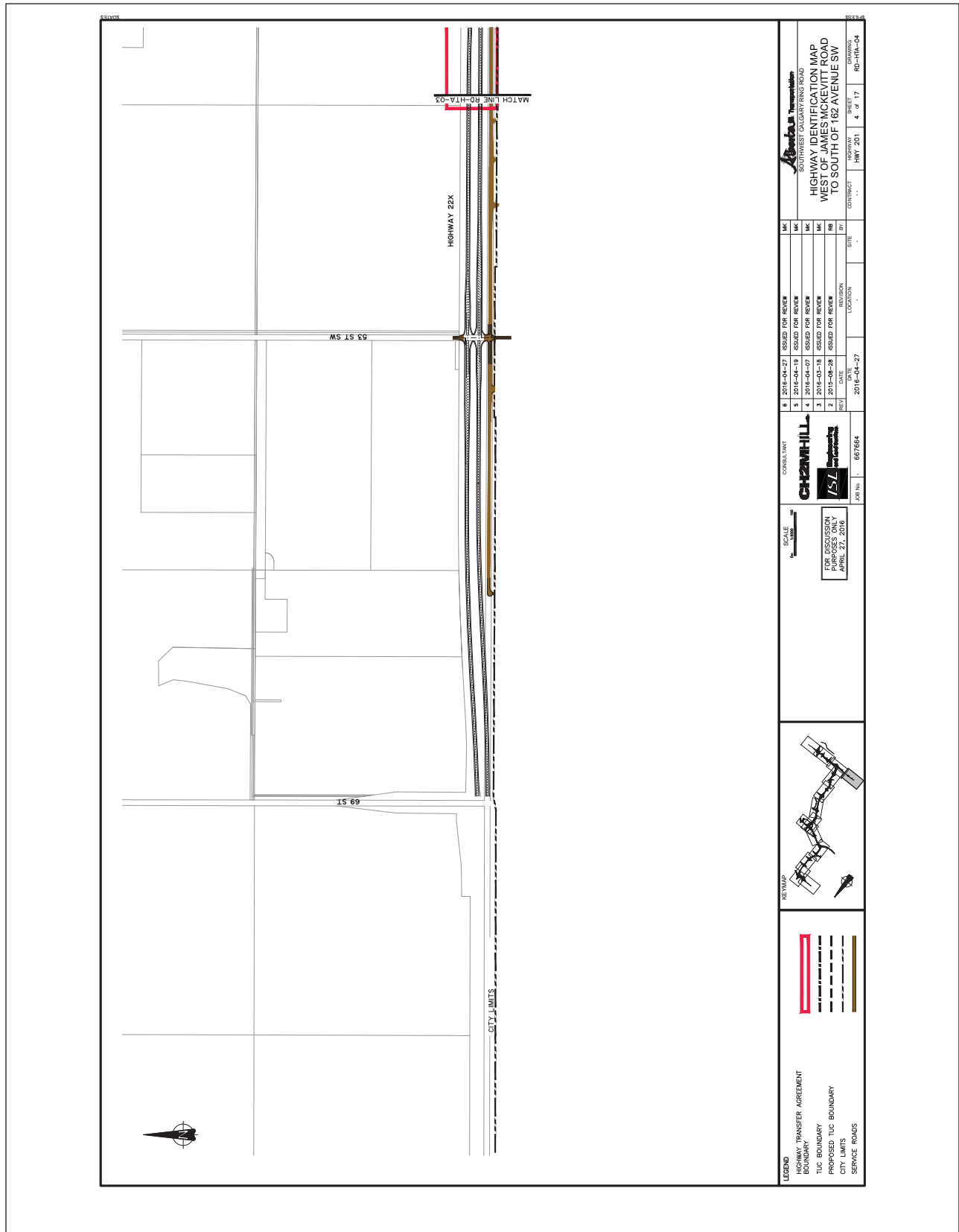
Calgary Ring Road Amended and Restated Highway Transfer Agreement



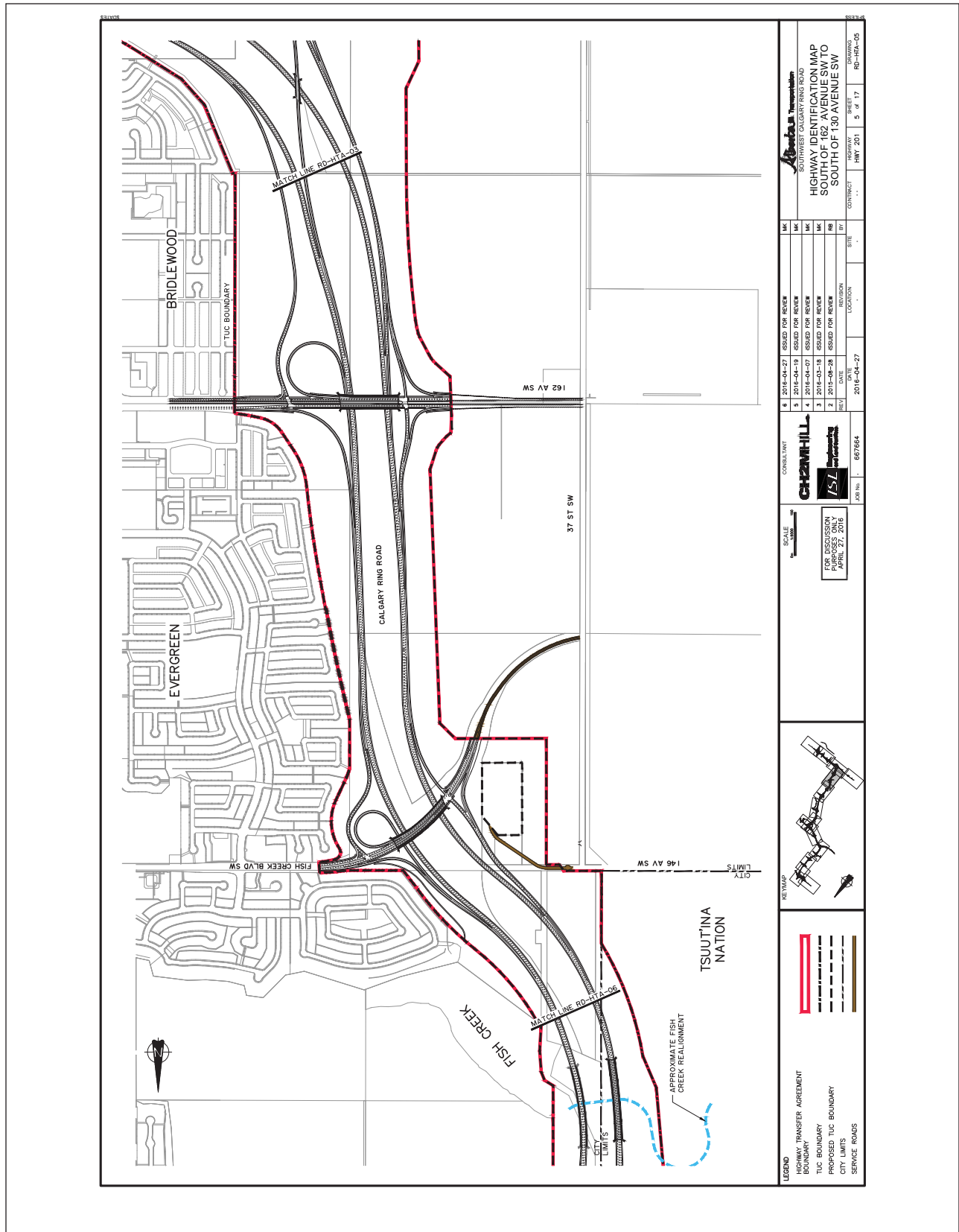
Calgary Ring Road Amended and Restated Highway Transfer Agreement



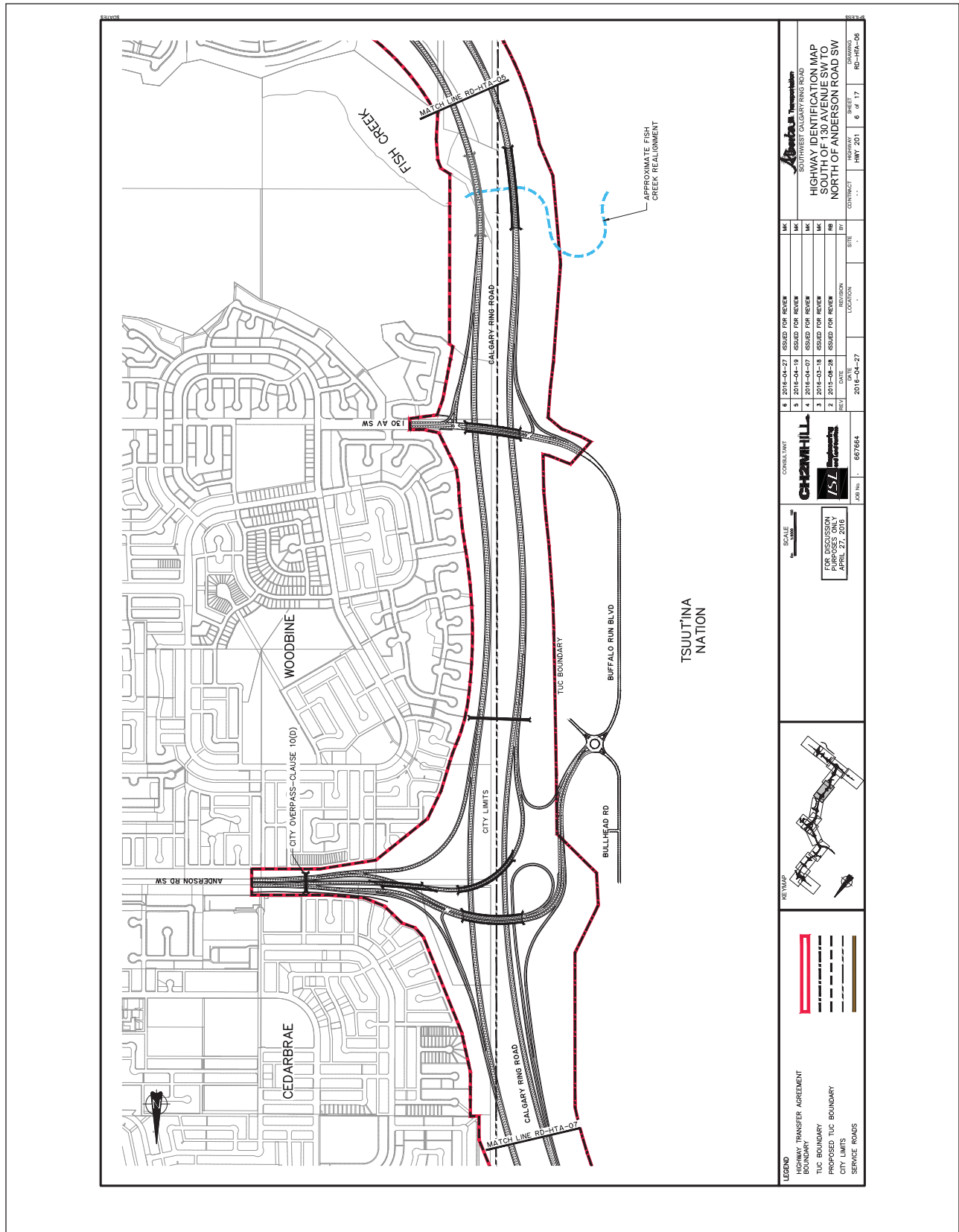
Calgary Ring Road Amended and Restated Highway Transfer Agreement



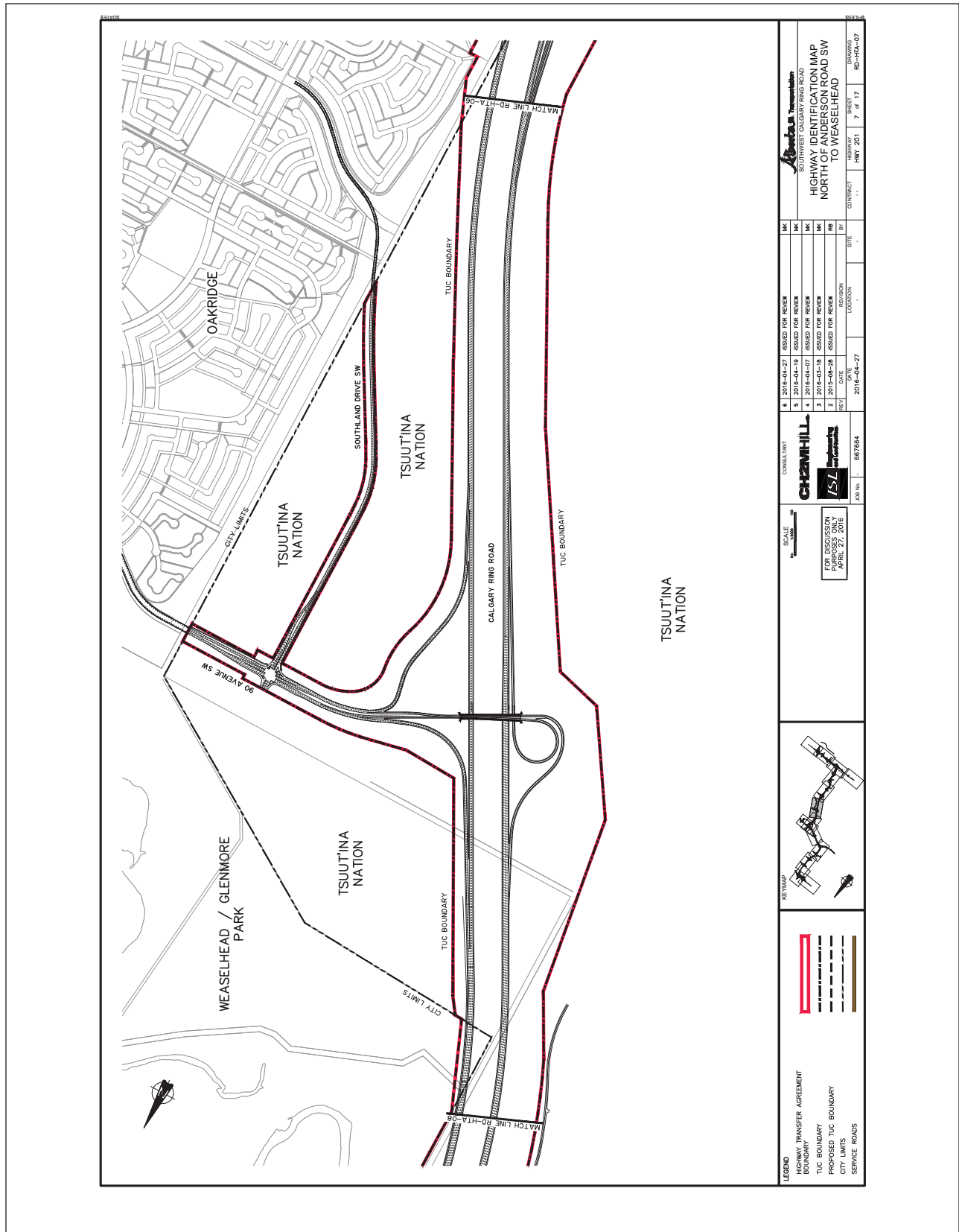
Calgary Ring Road Amended and Restated Highway Transfer Agreement



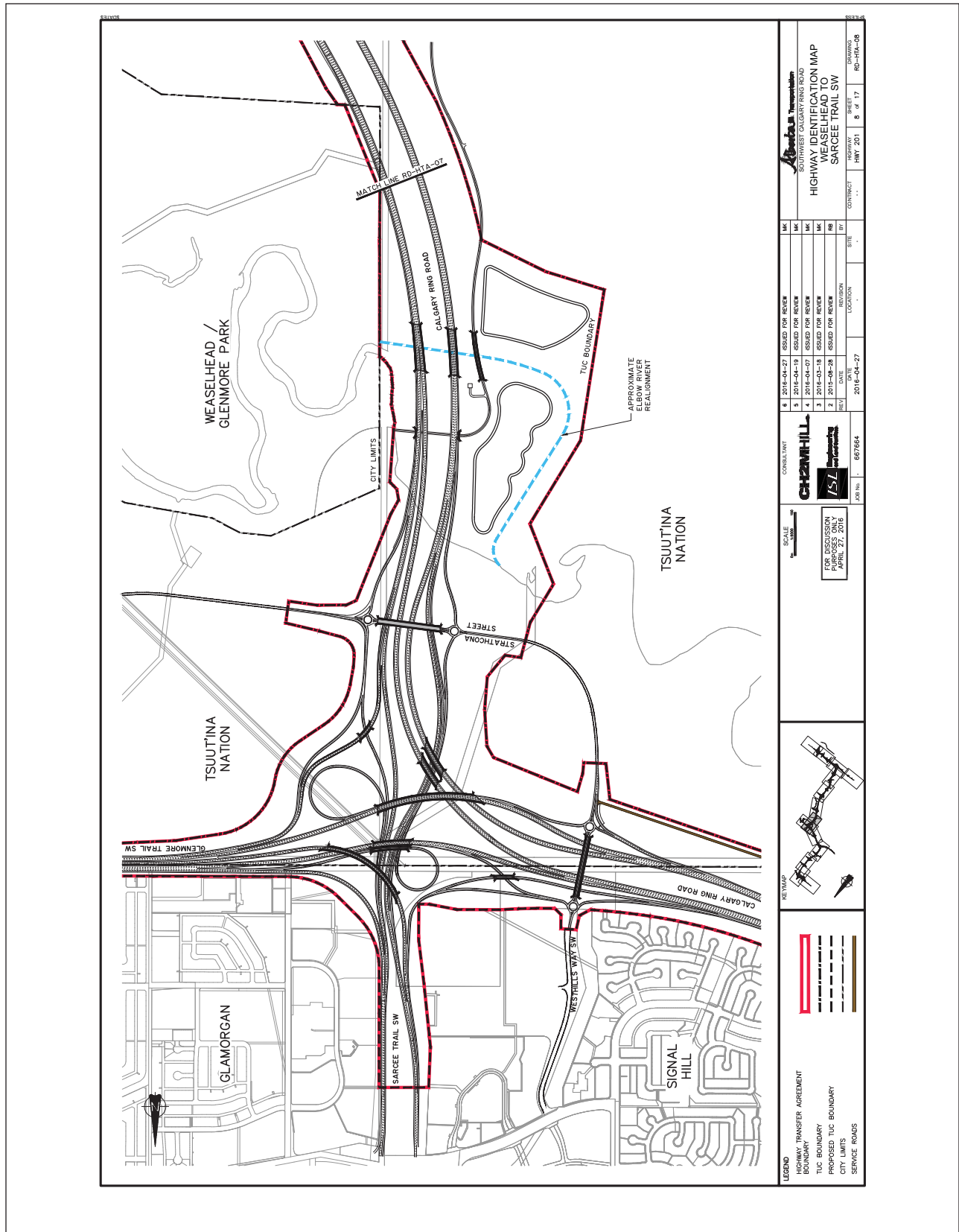
Calgary Ring Road Amended and Restated Highway Transfer Agreement



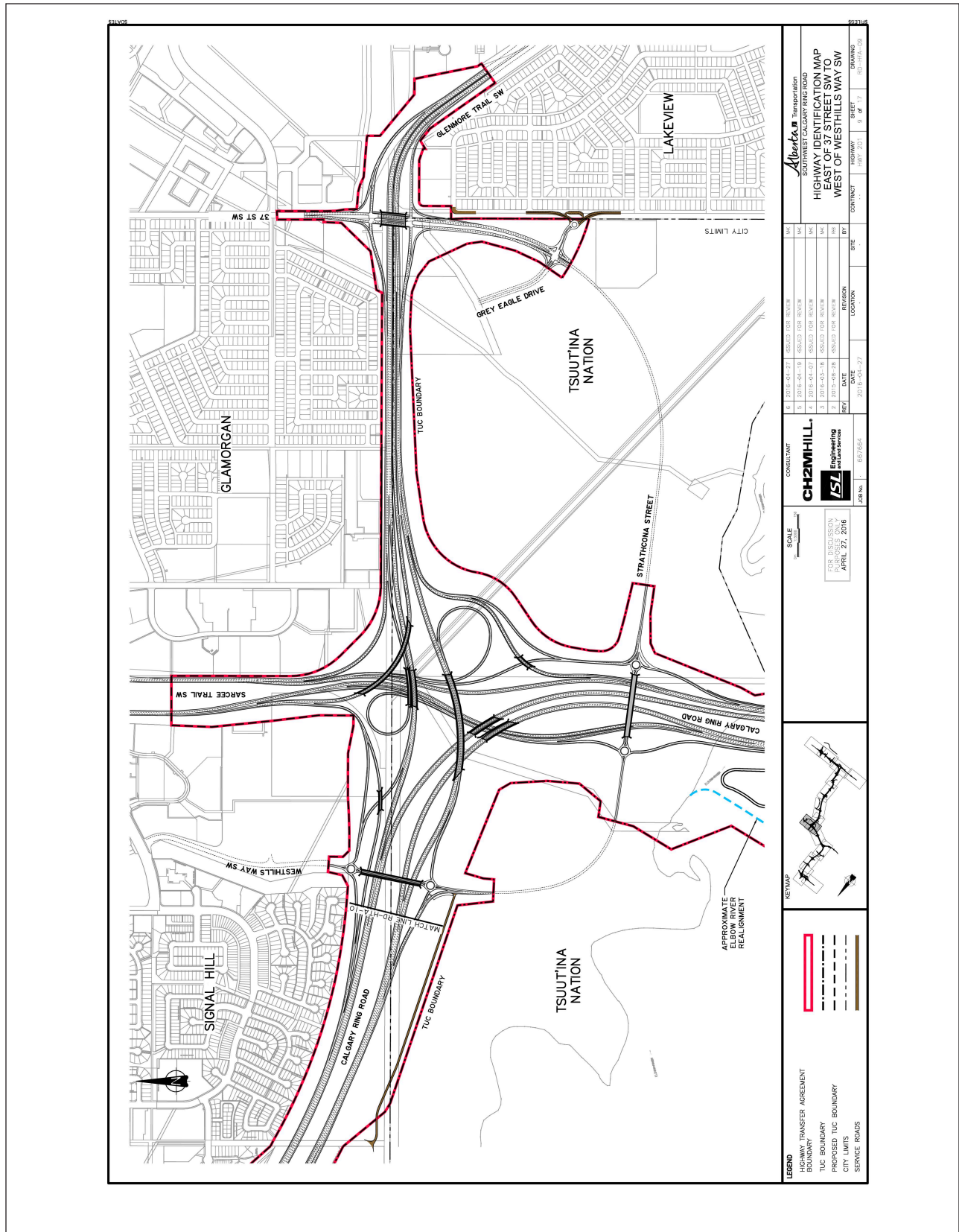
Calgary Ring Road Amended and Restated Highway Transfer Agreement



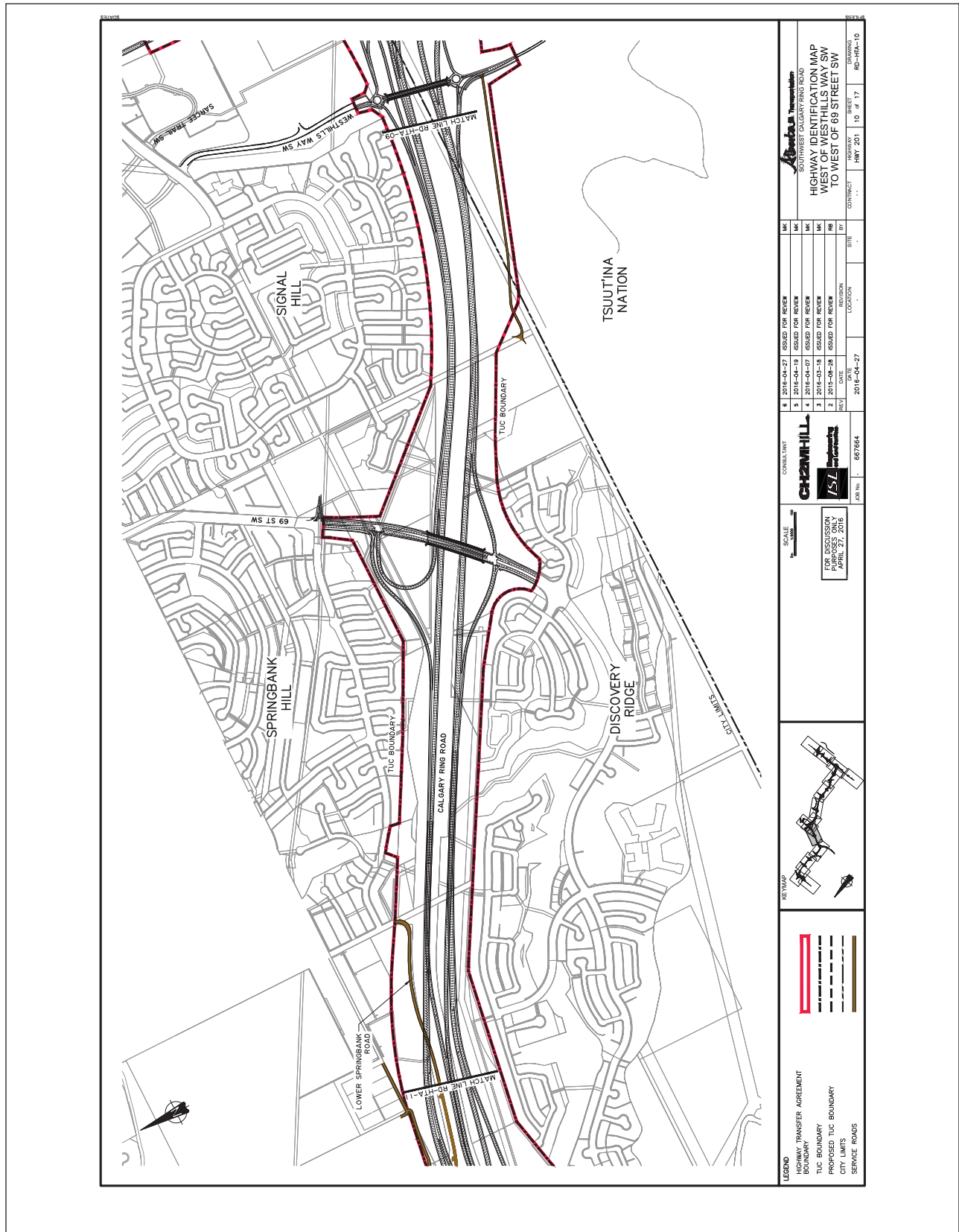
Calgary Ring Road Amended and Restated Highway Transfer Agreement



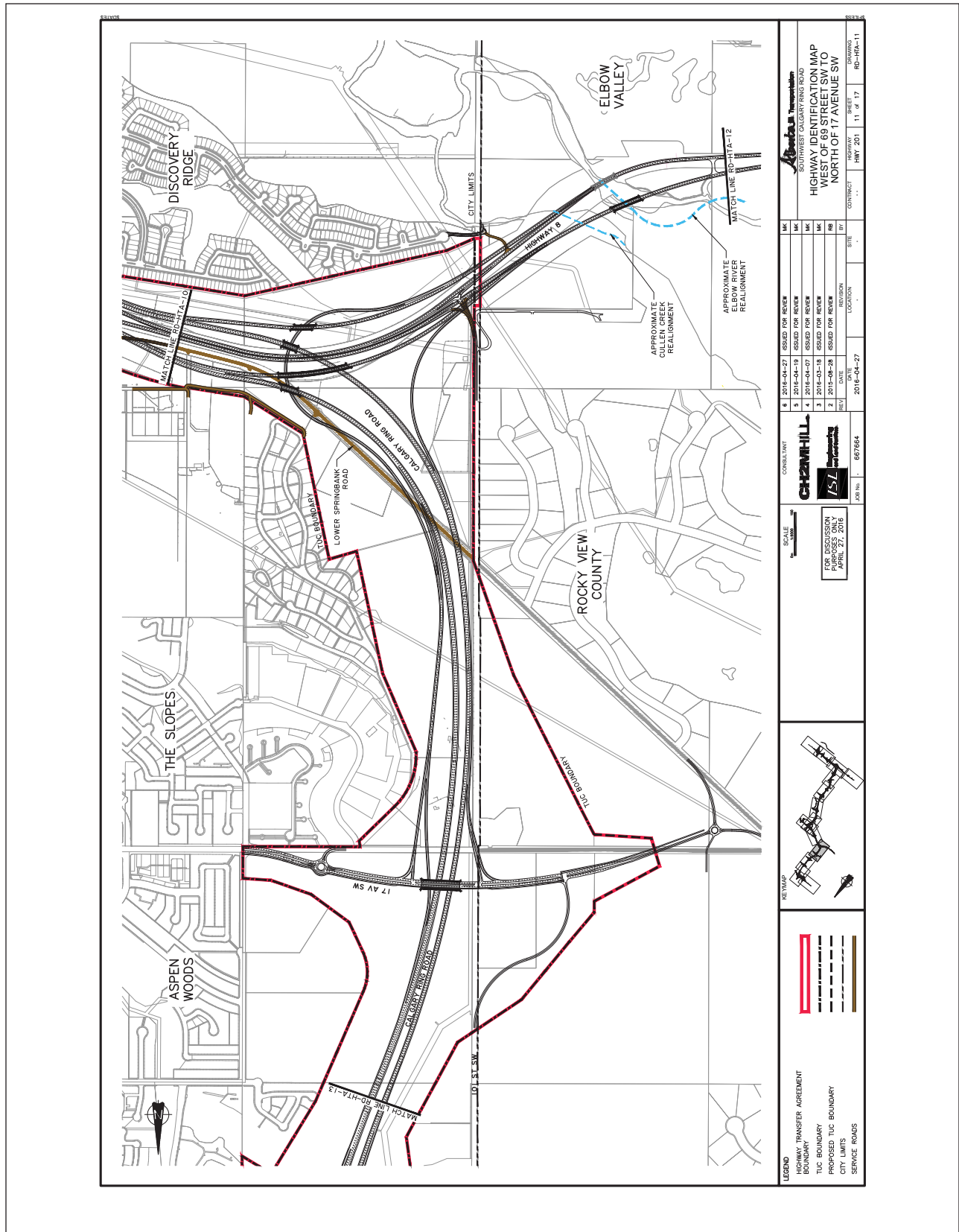
Calgary Ring Road Amended and Restated Highway Transfer Agreement REVISION



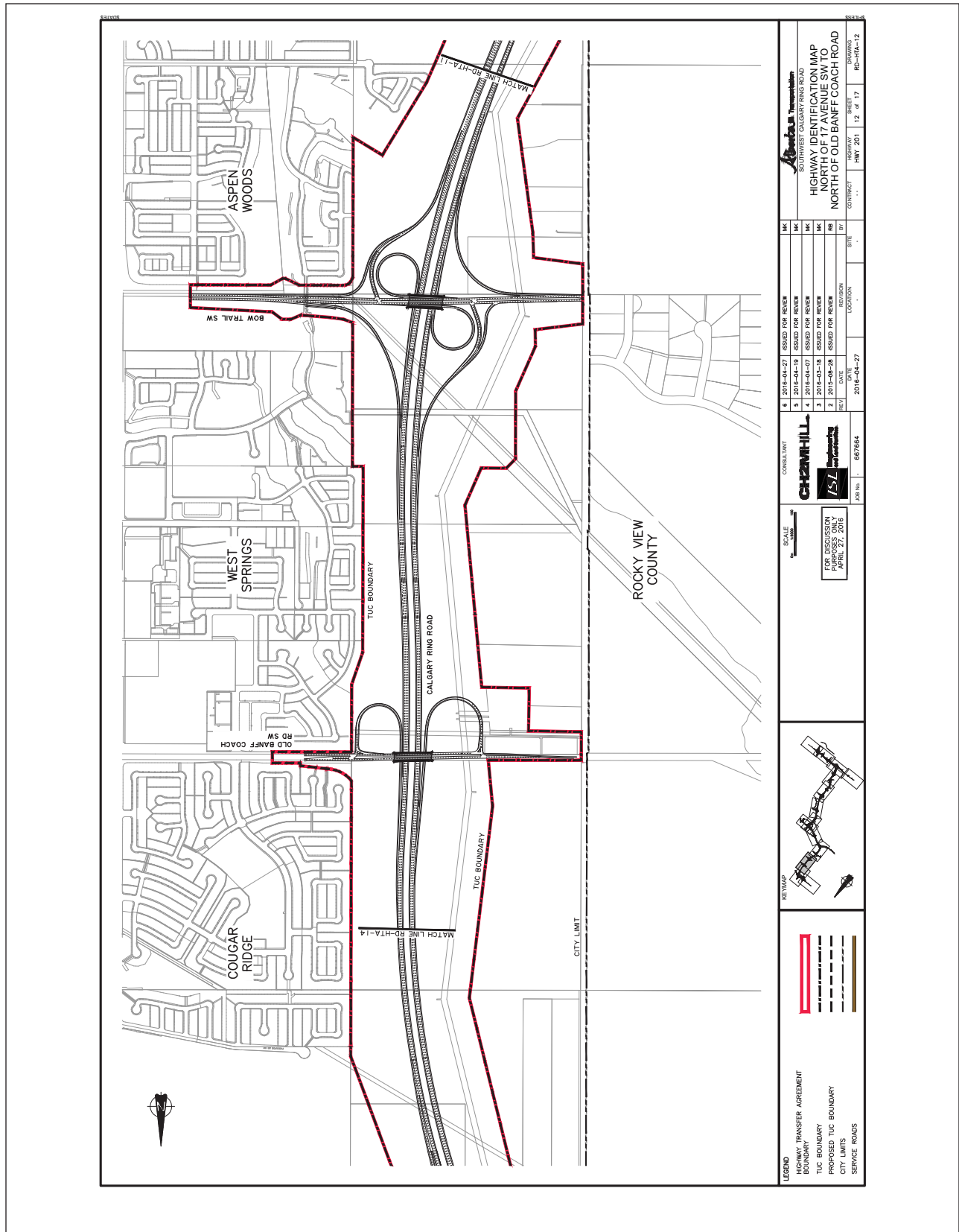
Calgary Ring Road Amended and Restated Highway Transfer Agreement



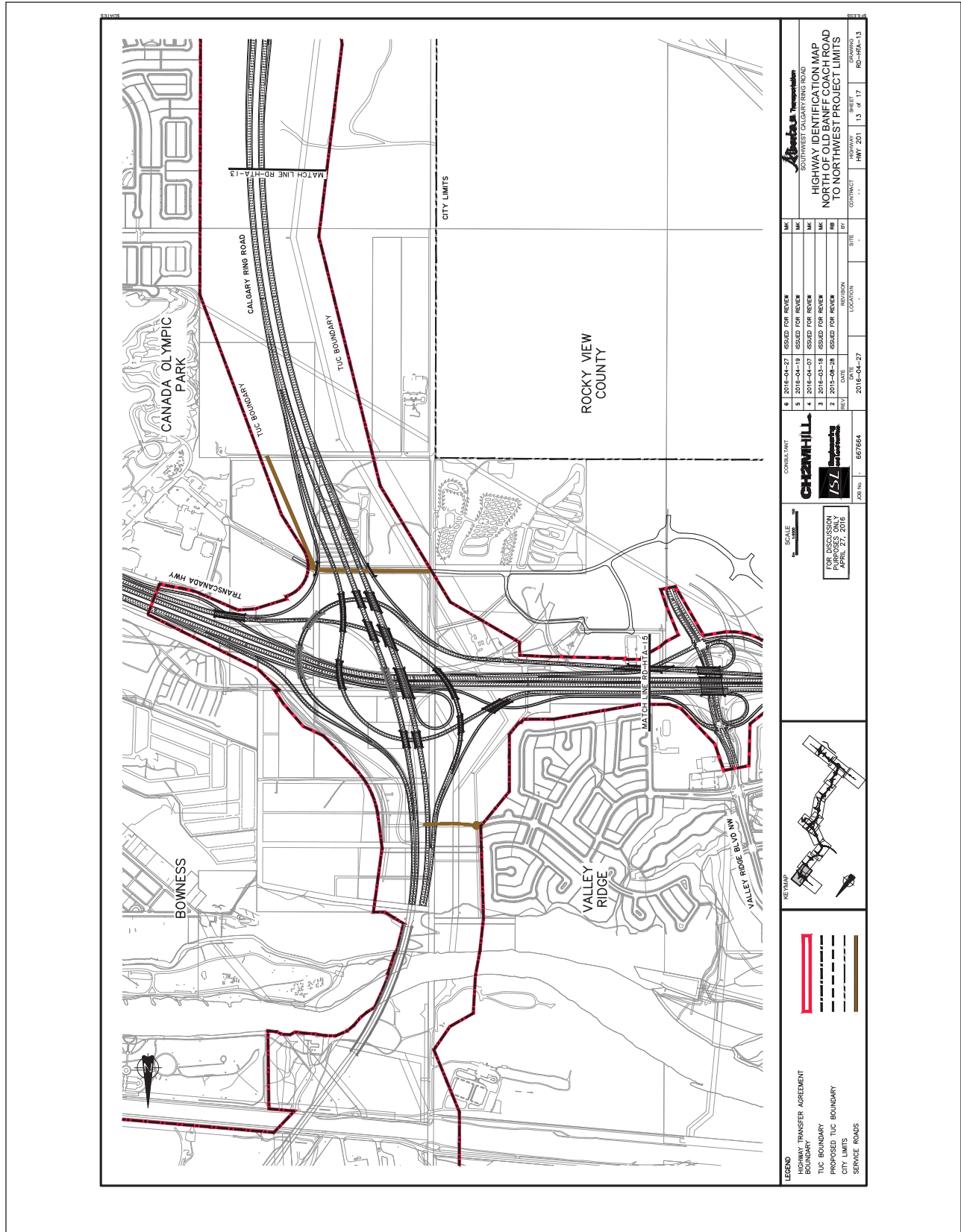
Calgary Ring Road Amended and Restated Highway Transfer Agreement



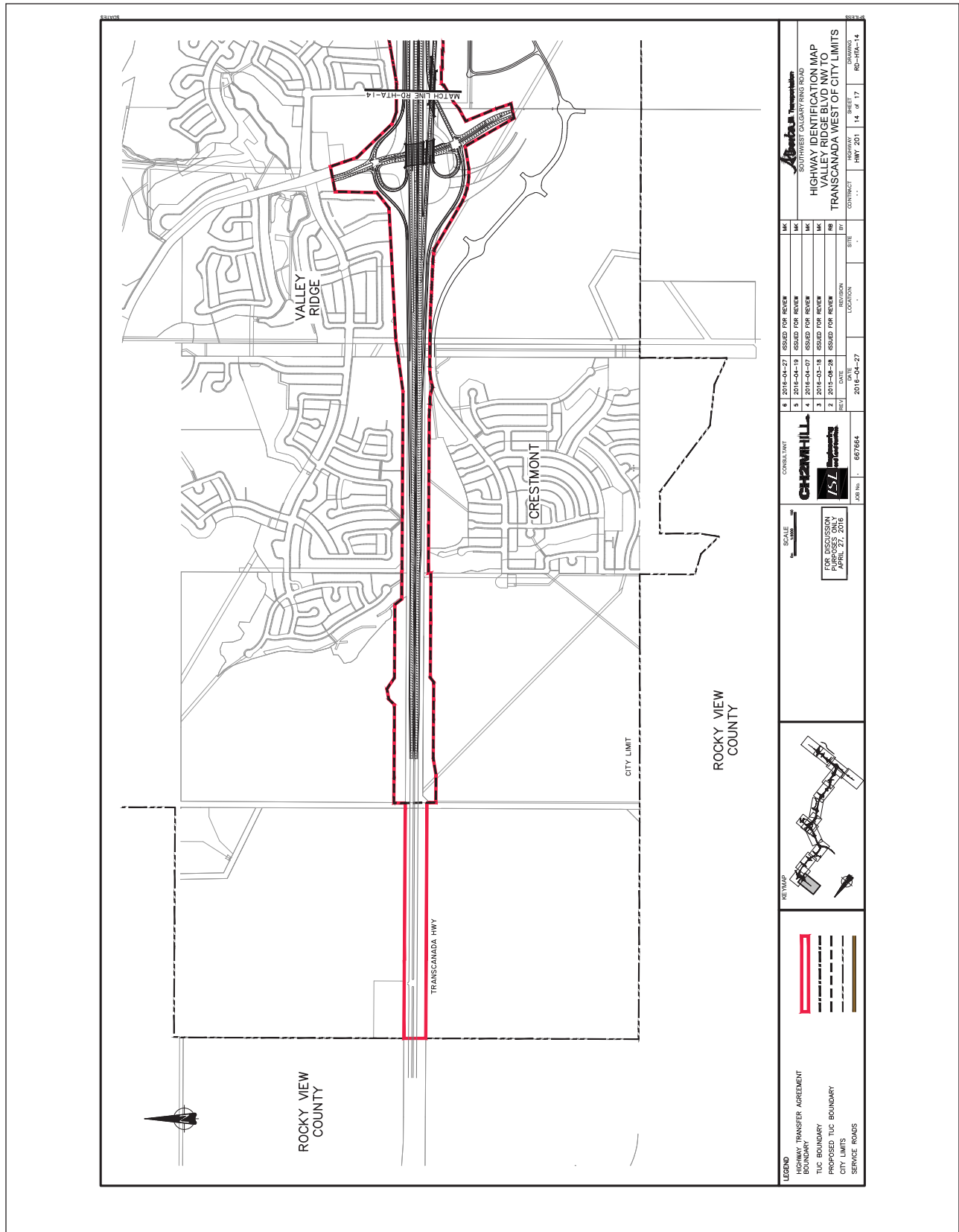
Calgary Ring Road Amended and Restated Highway Transfer Agreement



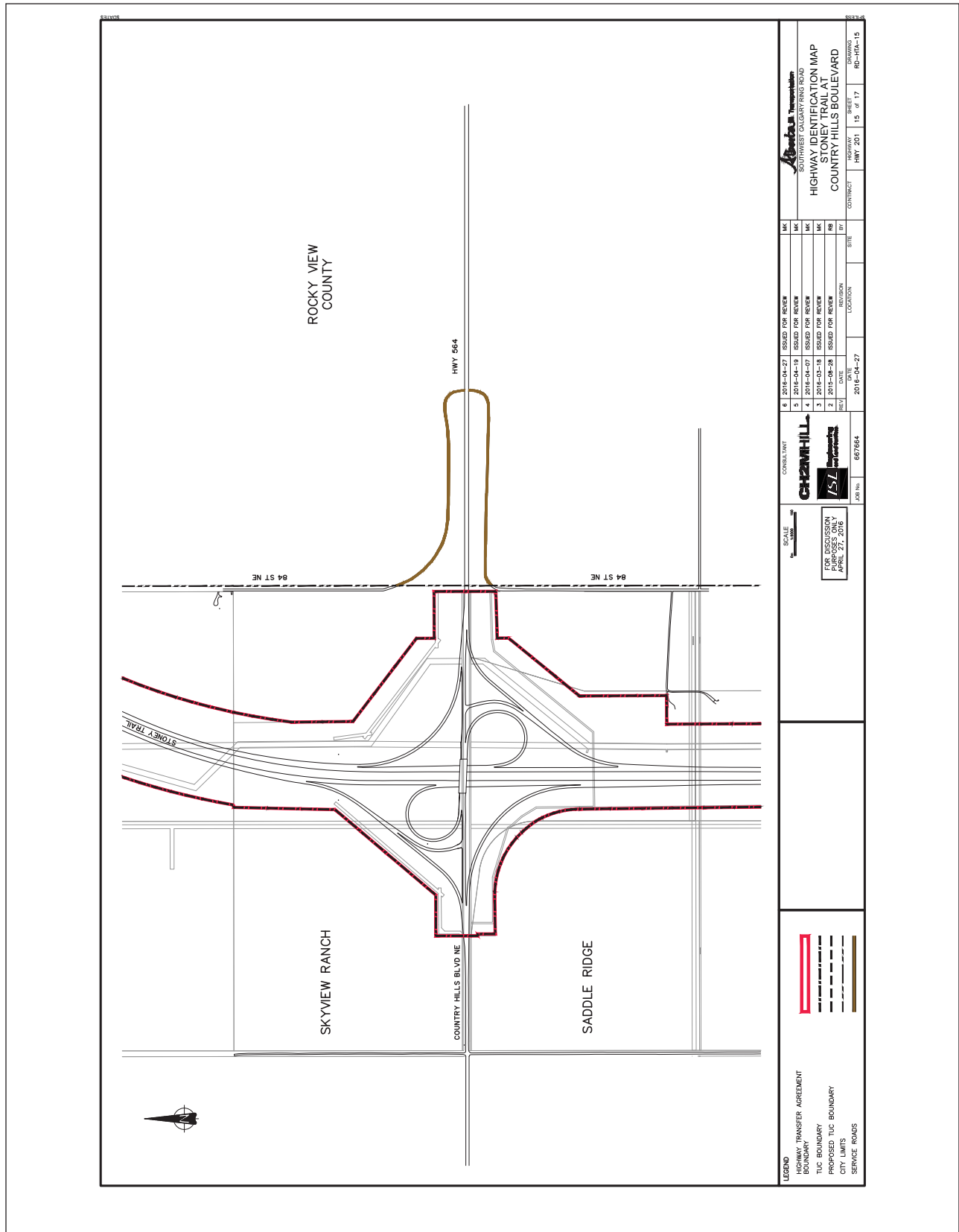
Calgary Ring Road Amended and Restated Highway Transfer Agreement



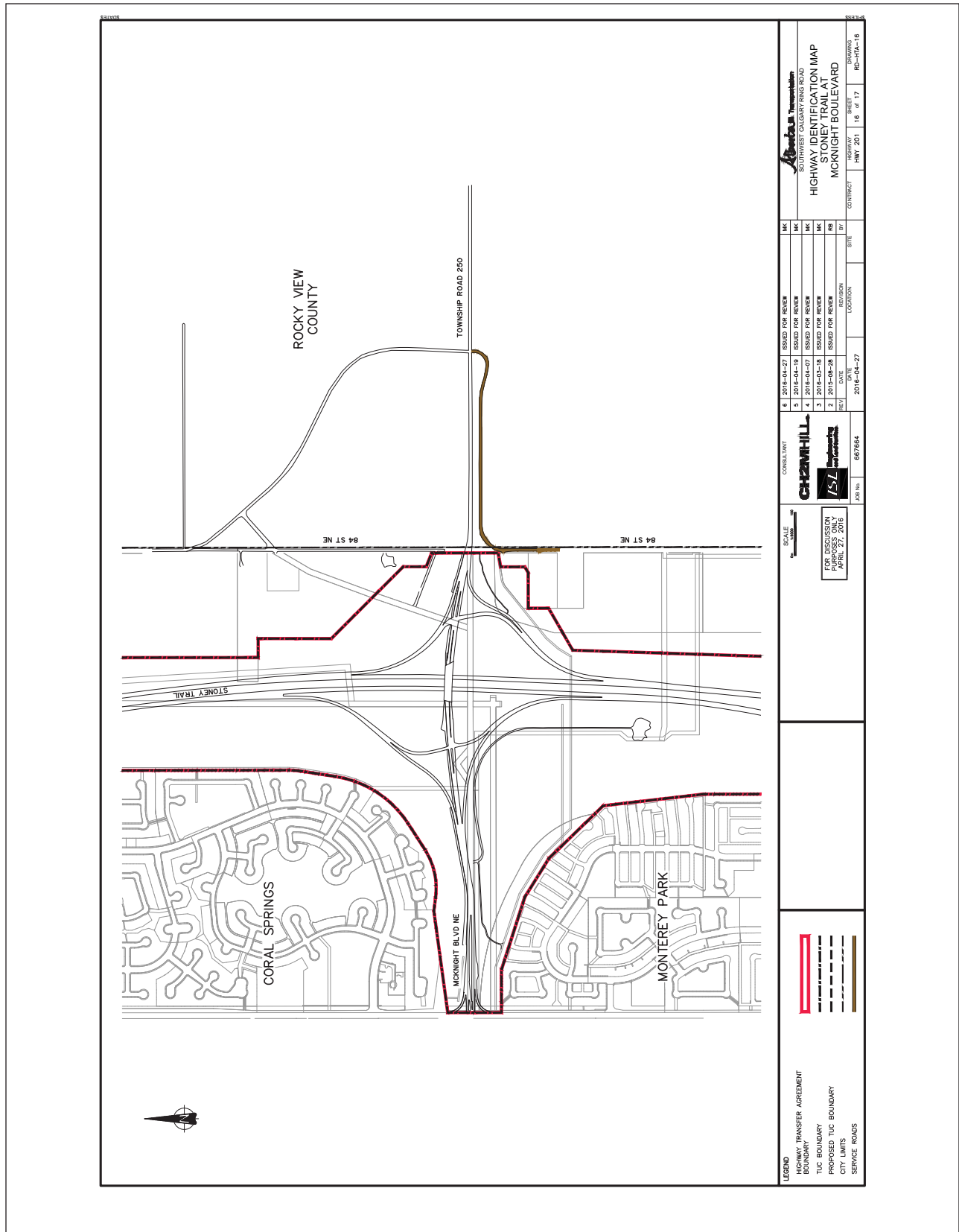
Calgary Ring Road Amended and Restated Highway Transfer Agreement



Calgary Ring Road Amended and Restated Highway Transfer Agreement



Calgary Ring Road Amended and Restated Highway Transfer Agreement



Calgary Ring Road Amended and Restated Highway Transfer Agreement

