

RECOMMENDATIONS:

- (1) That the Land and Asset Strategy Committee recommend that Council authorize the proposed license subject to the following fundamental terms and conditions:

(a) PROPERTY:

PORTION OF:

Firstly:

Land located underneath the Spiller Road S.E. and adjacent to the road setbacks under road plans 4895 AC and 8510168

Secondly:

MERIDIAN 5 RANGE 1 TOWNSHIP 24
SECTION 10

THAT PORTION OF THE SOUTH EAST QUARTER DESCRIBED AS
FOLLOWS:

THAT PORTION OF SAID QUARTER SECTION WHICH LIES EAST OF
A LINE DRAWN PARALLEL WITH AND 405.90 FEET WEST FROM THE
EAST BOUNDARY THEREOF AND NORTH OF THE NORTH WEST
LIMIT OF THE MACLEOD TRAIL AS SHOWN ON A PLAN OF SAID
TRAIL MADE BY T.D. GREEN DOMINION LAND SURVEYOR IN 1887
CONTAINING 0.206 OF A HECTARE (0.51 OF AN ACRE) MORE OR
LESS

EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES	(MORE OR LESS)
ROAD	8510168	0.033	0.08	

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

Comprising of 0.20 hectares (0.49 acres) more or less, as shown
crosshatched on the attached site map.

(b) PARTIES:

Licensor: THE CITY OF CALGARY

Licensee: CALGARY EXHIBITION AND STAMPEDE LIMITED

(c) CONSIDERATION:

\$10.00 payable on the Commencement Date

(d) TERM AND COMMENCEMENT DATE:

Fifty two (52) years commencing on 2009 January 01 and expiring on 2060 December 31

(e) PERMITTED USES:

- (i) Repairing, replacing, maintaining, inspecting and operating an access underpass and utilities; and
- (ii) For traversing and remaining under, on, over or across the Property to provide pedestrian, vehicular and livestock access between the two adjacent parcels.

(f) SPECIAL TERMS AND CONDITIONS:

- (i) Subject to termination by either Party upon thirty (30) days written notice.
- (ii) In the event that the lease for the Stampede Park expires or terminates early, this license shall concurrently expire or terminate.
- (iii) The Licensee shall have one (1) option to renew for a fifty (50) year term provided the Licensors determines the Property is not required for municipal purposes, upon the same provisions. In the event the Licensee renews its lease for the Stampede Park, the Licensee shall be deemed to have exercised its option to extend, unless otherwise mutually agreed upon in writing by both Parties.
- (iv) The Licensee shall have the ability to post and enforce restrictions of the speed of persons travelling on the Property by means of bicycle, machine or vehicle as may be reasonable in the circumstances but in any event such posted speed shall not exceed thirty (30) kilometres per hour.
- (v) Prior to commencing any construction on the Property, the Licensee shall enter into an indemnity agreement to indemnify the Licensors with respect to any damage to existing utilities, any release from any damage utility lines and any interruption of utility services.
- (vi) The lands directly above the Property will be used as a public road and public sidewalk. The Licensee has designed the access underpass taking into account the potential super incumbent pressures from potential design loads upon the access underpass

from Spiller Road SE, including but not limited to current and future traffic volumes. In the event that the Licensee makes alterations, additions, substitutions or modifications to the design of the access underpass, the Licensee shall ensure the continual and unimpeded vertical and lateral support of Spiller Road and the adjacent lands.

- (vii) The Licensee shall, at its sole cost and expense, erect "No Trespassing" signs on the perimeter of the Property.
- (viii) The Licensee shall, at its sole cost and expense, employ appropriate measures to control any dust, to ensure traffic safety, and to minimize soil instability and other problems arising from any excavation on the Property during maintenance and repair being carried out.
- (ix) The Licensee shall not bury any construction debris on the Property.
- (x) The Licensee shall, at its sole cost and expense, maintain and repair the bridge and other public infrastructure during the course of such work for the relevant warranty period in accordance with the Licensor's specifications. The Licensee shall covenant and agree that this obligation to maintain and repair the bridge and other public infrastructure for the relevant warranty period shall survive the termination or expiry of this license until the Final Acceptance Certificate(s) for same have been issued.
- (xi) The Licensee shall own the access underpass and the utilities and shall be responsible, at its sole cost and expense, to maintain, repair and replace the access underpass and the utilities from time to time.
- (xii) The Licensee shall be responsible for installing, maintaining and repairing any lights under the bridge.
- (xiii) The Licensee shall be responsible for clearing of snow, ice and other debris from the Property, except the surface of the bridge which shall be the responsibility of the Licensor. The Licensee shall be responsible for the removal of any graffiti from the Property.
- (xiv) The Licensee shall be responsible for maintaining, repairing and replacing the sidewalks located on the Property, excluding the sidewalks located on the surface of the bridge, in accordance with The City of Calgary policies pertaining to sidewalk repair, in force from time to time, including but not limited to the repair of potholes and cracks.

- (xv) The Licensee shall be responsible for maintaining and repairing the retaining walls, including the mechanically stabilized earth walls, along the access underpass supporting the bridge.
- (xvi) The Licensee shall be responsible for maintaining any landscaping installed by the Licensee on the Property.
- (xvii) The Licensee shall inspect the access underpass and the bridge every year providing a level two (2) inspection reports to the Licenser.
- (xviii) The Licenser shall own the bridge and shall be responsible, at the Licensee's sole cost and expense, to maintain, repair and replace the bridge from time to time.
- (xix) The Licensee shall grant to the Licenser, for the benefit of the Property, a right of access easement in common with the Licensee in, on, through and over those portions of the access underpass, at all times necessary, for the Licenser, its employees, agents, contractors and subcontractors to enter upon and to do all things necessary to close to make any modifications to the Property in order to provide lateral and vertical support to the bridge, and to restore the Property including the reconstruction of Spiller Road SE, filling any excavation on the Property or installing any retaining wall or other form of support for the bridge as the Manager, Urban Development, in his sole discretion may deem necessary. This grant of an access easement shall survive the termination of this license for so long as the Licenser may require same for the purpose herein set forth.
- (xx) The Licenser shall, nine (9) months prior to the expiration of the License, elect whether to retain the access underpass for municipal purposes. If The City does not elect to retain the access underpass, the Licensee shall decommission such access underpass by removing the access underpass and rebuilding a new roadway to The City of Calgary specifications, or propose a method of perpetual support for Spiller Road SE which meets The City of Calgary specifications.