

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

231107596

ORDER NUMBER: 52532743

ADVISORY

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REF SC

CAVEAT
FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT: THE CITY OF CALGARY

claims an interest in the following lands:

LOT 1
BLOCK 18

PLAN 231 0745
EXCEPTING THEREOUT ALL MINES AND MINERALS

standing in the register in the name of: **UNITED ACQUISITION II CORP.**

under and by virtue of a: **Restrictive Covenant as to Use of Land executed by UNITED ACQUISITION II CORP.** which is attached hereto as Schedule "A" and made part of this Caveat for the benefit of The City of Calgary by virtue of its ownership of streets, lanes and public reserves including **BELMONT BOULEVARD S.W.** adjacent to the said Lands, namely that:


UNLESS OTHERWISE APPROVED IN WRITING BY THE DIRECTOR, TRANSPORTATION PLANNING OF THE CITY OF CALGARY, CONSTRUCTION OF A DRIVEWAY AND VEHICULAR ACCESS TO/FROM BELMONT BOULEVARD S.W. FROM/TO THE SAID LANDS OVER THE BUS PAD AS INDICATED ON SCHEDULE "B" ATTACHED HERETO IS PROHIBITED.

It forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

It appoints Law, Legal Services, Municipal Building, 12th Floor, 800 Macleod Trail S.E., Calgary, Alberta, T2G 2M3 as the place at which notices and proceedings relating hereto may be served.

DATED this 6 day of January, 2023.

THE CITY OF CALGARY
By its Agent in that behalf


CAMERON KENDREW
BARRISTER & SOLICITOR
PLANNING & REAL ESTATE
LAW, LEGAL SERVICES

AFFIDAVIT IN SUPPORT OF CAVEAT

I, **CAMERON KENDREW**, of the City of Calgary, in the Province of Alberta **MAKE OATH AND SAY:**

1. I am the agent for the above named Caveator; and
2. I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN BEFORE ME at the City of
Calgary, in the Province of Alberta,
this 6 day of January, 2023.


BRITTANY ZLATNIK




CAMERON KENDREW

CAVEAT FORBIDDING REGISTRATION

LAW, LEGAL SERVICES
THE CITY OF CALGARY (#8053)
FLOOR 12, CALGARY MUNICIPAL BUILDING
800 MACLEOD TRAIL SE
P.O. BOX 2100, POSTAL STATION "M"
CALGARY, ALBERTA T2G 2M3
FAX: 403.268.4634

File: SUB2171

RESTRICTIVE COVENANT AS TO USE OF LAND

KNOW ALL MEN BY THESE PRESENTS THAT:

UNITED ACQUISITION II CORP.

being the registered owner of an Estate in Fee Simple in the City of Calgary, in the Province of Alberta more particularly described as follows:

**LOT 1
BLOCK 18**

**PLAN 2310745
EXCEPTING THEREOUT ALL MINES AND MINERALS**

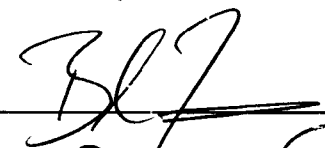
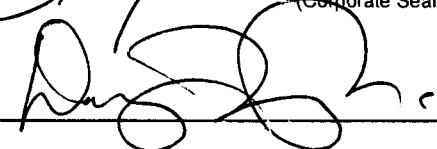
("the said lands")

does for itself and its successors in title, covenant and agree to observe and be bound by the hereinafter mentioned covenant running with the land and shall be appurtenant to all of the said lands for the benefit of The City of Calgary by virtue of its ownership of streets, lanes and public reserves including **BELMONT BOULEVARD S.W.** adjacent to the said lands, namely that:

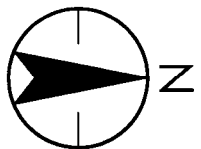
UNLESS OTHERWISE APPROVED IN WRITING BY THE DIRECTOR, TRANSPORTATION PLANNING OF THE CITY OF CALGARY, CONSTRUCTION OF A DRIVEWAY AND VEHICULAR ACCESS TO/FROM BELMONT BOULEVARD S.W. FROM/TO THE SAID LANDS OVER THE BUS PAD AS INDICATED ON SCHEDULE "B" ATTACHED HERETO IS PROHIBITED.

IN WITNESS WHEREOF UNITED ACQUISITION II CORP., has hereunto authorized its corporate seal to be affixed by the hands of its proper officers in this behalf at the City of Calgary, in the Province of Alberta, this 25 day of November, 2022.

UNITED ACQUISITION II CORP.

Per:  _____ (Corporate Seal)
Per:  _____

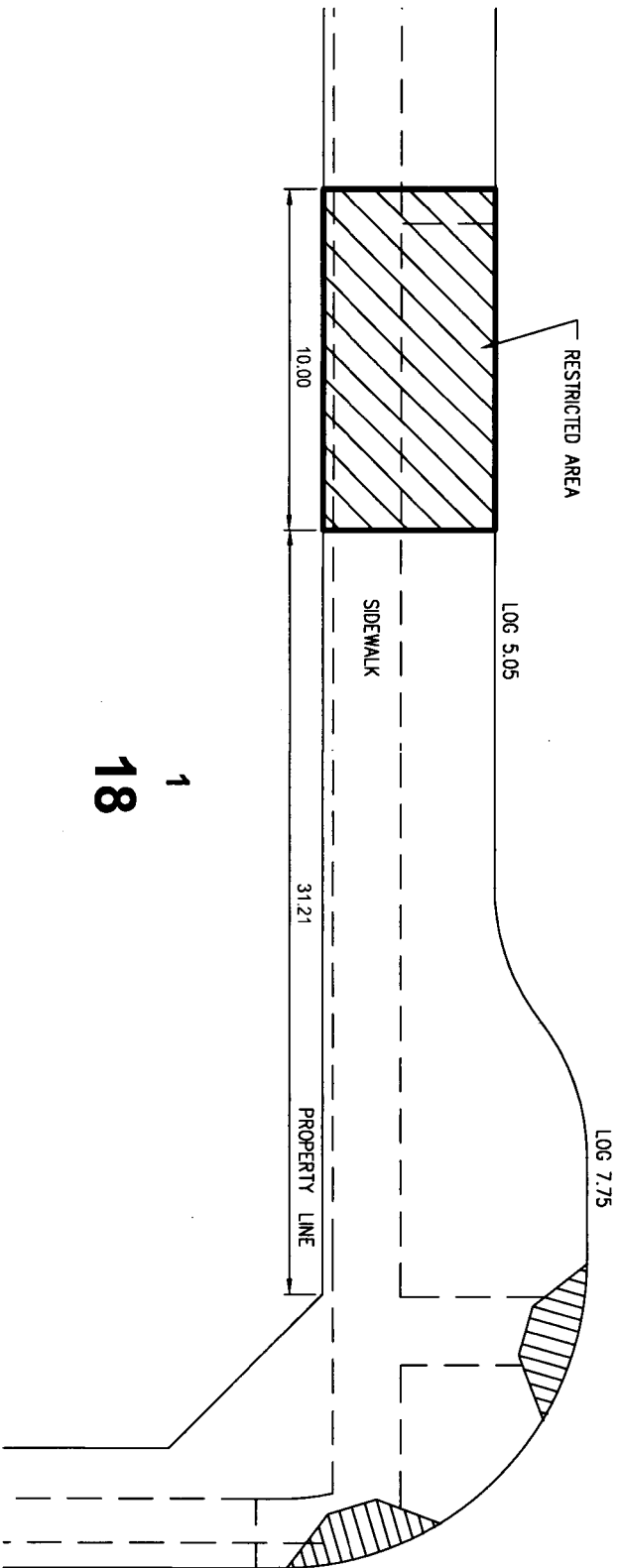
SCHEDULE "B"



BELMONT

BOULEVARD

S.W.



1
18



231107596

231107596 REGISTERED 2023 04 12
CAVE - CAVEAT
DOC 19 OF 25 DRR#: E002CDW ADR/DCANTAFI

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

231107598

ORDER NUMBER: 52532743

ADVISORY

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CAVEAT
FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT: THE CITY OF CALGARY

claims an interest in the following lands:

LOT 1
BLOCK 18

PLAN 231 0745
EXCEPTING THEREOUT ALL MINES AND MINERALS

standing in the register in the name of: **UNITED ACQUISITION II CORP.**

under and by virtue of a: **Restrictive Covenant as to Use of Land** executed by **UNITED ACQUISITION II CORP.** which is attached hereto as Schedule "A" and made part of this Caveat for the benefit of The City of Calgary by virtue of its ownership of streets, lanes and public reserves including **SHERIFF KING STREET S.W.** adjacent to the said Lands, namely that:

UNLESS OTHERWISE APPROVED IN WRITING BY THE DIRECTOR, TRANSPORTATION PLANNING OF THE CITY OF CALGARY, DIRECT VEHICULAR ACCESS TO/FROM SHERIFF KING STREET S.W. FROM /TO THE SAID LANDS IS PROHIBITED.

It forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

It appoints Law, Legal Services, Municipal Building, 12th Floor, 800 Macleod Trail S.E., Calgary, Alberta, T2G 2M3 as the place at which notices and proceedings relating hereto may be served.

DATED this 6 day of January, 2023.

THE CITY OF CALGARY
By its Agent in that behalf



CAMERON KENDREW
BARRISTER & SOLICITOR
PLANNING & REAL ESTATE
LAW, LEGAL SERVICES

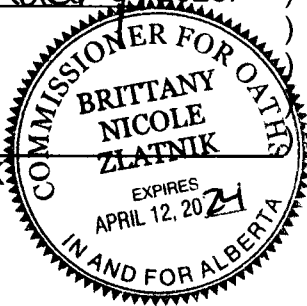
AFFIDAVIT IN SUPPORT OF CAVEAT

I, **CAMERON KENDREW**, of the City of Calgary, in the Province of Alberta **MAKE OATH AND SAY:**

1. I am the agent for the above named Caveator; and
2. I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN BEFORE ME at the City of
Calgary, in the Province of Alberta,
this 6 day of January, 2023.


BRITTANY ZLATNIK




CAMERON KENDREW

CAVEAT FORBIDDING REGISTRATION

LAW, LEGAL SERVICES
THE CITY OF CALGARY (#8053)
FLOOR 12, CALGARY MUNICIPAL BUILDING
800 MACLEOD TRAIL SE
P.O. BOX 2100, POSTAL STATION "M"
CALGARY, ALBERTA T2G 2M3
FAX: 403.268.4634

File: SUB2171

RESTRICTIVE COVENANT AS TO USE OF LAND

KNOW ALL MEN BY THESE PRESENTS THAT:

UNITED ACQUISITION II CORP.

being the registered owner of an Estate in Fee Simple in the City of Calgary, in the Province of Alberta more particularly described as follows:

**LOT 1
BLOCK 18**

**PLAN 2310745
EXCEPTING THEREOUT ALL MINES AND MINERALS**

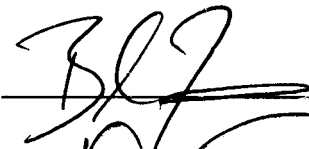
("the said lands")

does for itself and its successors in title, covenant and agree to observe and be bound by the hereinafter mentioned covenant running with the land and shall be appurtenant to all of the said lands for the benefit of The City of Calgary by virtue of its ownership of streets, lanes and public reserves including **SHERIFF KING STREET S.W.** adjacent to the said lands, namely that:

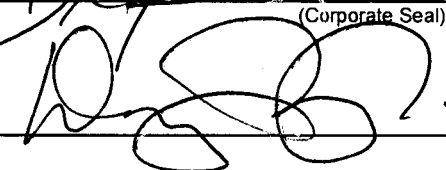
UNLESS OTHERWISE APPROVED IN WRITING BY THE DIRECTOR, TRANSPORTATION PLANNING OF THE CITY OF CALGARY, DIRECT VEHICULAR ACCESS TO/FROM SHERIFF KING STREET S.W. FROM/TO THE SAID LANDS IS PROHIBITED.

IN WITNESS WHEREOF UNITED ACQUISITION II CORP., has hereunto authorized its corporate seal to be affixed by the hands of its proper officers in this behalf at the City of Calgary, in the Province of Alberta, this 25 day of November, 2022.

UNITED ACQUISITION II CORP.

Per: 

(Corporate Seal)

Per: 



231107598

231107598 REGISTERED 2023 04 12
CAVE - CAVEAT
DOC 21 OF 25 DRR#: E002CDW ADR/DCANTAFI

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

241004317

ORDER NUMBER: 52532743

ADVISORY

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BRIARFIELD TOWNHOMES INC.
OF:
#2236, 10 ASPEN STONE BOULEVARD S.W.
CALGARY, AB T3H 0K3

(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 2310745 ✓
BLOCK 18
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands")

DO HEREBY in consideration of the sum of one (\$1.00) dollar(s) plus GST, where a valid GST registration number is provided as set out below, and other good and valuable consideration, the receipt whereof is hereby acknowledged, **GIVE, GRANT, TRANSFER AND MAKE OVER** unto **ENMAX Power Corporation**, a Corporation having its Head Office at 141 50TH Avenue S.E., in the City of Calgary, in the Province of Alberta, (hereinafter referred to as "the Grantee") the right, privilege and easement of a right-of-way in, through and over the following lands, namely:

THAT PORTION OF THE ABOVE SAID LANDS THAT LIES WITHIN AREA "A" ON THE UTILITY RIGHT OF WAY AS SHOWN ON PLAN 2410028 §1


EXCEPTING THEREOUT ALL MINES AND MINERALS

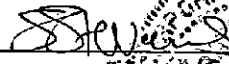
(hereinafter referred to as "the right-of-way") for the digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting, and operating overhead and underground lines for the transmission of electrical energy, telephone and telecommunication lines, or any one or more of them, together with the usual and ordinary appurtenances thereto (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 Grantee and the Grantor, namely:

1. The term "the Grantee" wherever used in these presents shall include and shall be interpreted to mean ENMAX Power Corporation and the nominees or appointees of the Grantee.
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 Grantee.
3. The Grantee, 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 and to cross over the balance of the Lands to access 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, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the utility line or lines.
4. The Grantee in carrying out any of the aforesaid operations will do so in a good and workmanlike manner and do as little damage and cause minimum inconvenience to the owner or occupier of the said lands, as is possible, and if any excavations or workings are made or done in connection therewith the land 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 agrees that he/she/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 of 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 Grantee of any of the rights hereinbefore granted.

6. The Grantee will indemnify and save harmless the Grantor from and against all claims, 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 any negligence or willful misconduct by the Grantee 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 ENMAX Power Corporation, its successors and assigns, and upon the Grantor its successors and assigns.

IN WITNESS WHEREOF ENMAX Power Corporation 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 duly executed this right-of-way, at Calgary in the Province of Alberta this 7 day of November A.D., 2023

ENMAX POWER CORPORATION	
CONTENT	
AS TO FORM SOLICITORS	APPROVED

ENMAX Power Corporation

 Sarah Stevens
 Vice President
 Customer Relations and System Development

BRIARFIELD TOWNHOMES INC

SIGNED and SEALED at Calgary,
 in the Province of Alberta,
 this 7th day of November A.D., 2023

BY: 

Grantor's GST Registration Number: 75135.1347RT000



241004317

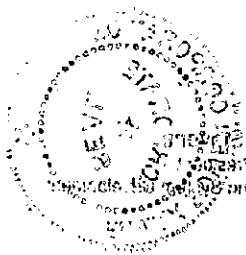
REGISTERED 2024 01 05

241004317 UTILITY RIGHT OF WAY

DOC 2 OF 4 DRR#: E00EBU8 ADR/CHYNNE

0039487327

LINC/S:



Co-located with the following utility lines:
Not Present
State of Colorado

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

241004318

ORDER NUMBER: 52532743

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GENERAL UTILITY RIGHT OF WAY

BRIARFIELD TOWNHOMES INC.
OF 2236, 10 ASPEN STONE BLVD SW
CALGARY
ALBERTA T3H 0K3

(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:

PLAN: 231 0745 ✓

BLOCK: 18

LOT: 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

does 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 Grantees (being the Corporation and entities listed in Schedule One hereto) 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 Area "A", Area "B", Area "C" and Area "D" of the Utility Right-of-Way shown on plan 2310028 1

(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 water, wastewater, gas, electrical transmission, cable, telephone, and telecommunication lines, pole anchors or any one or more of them together with the usual and ordinary appurtenances thereto (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 Grantees and the Grantor, namely:

1. The term "the Grantees" wherever used in these presents shall include and shall be interpreted to mean the Grantees or their nominees or appointees.
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 Grantees or any one of them.
3. The Grantees, 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,

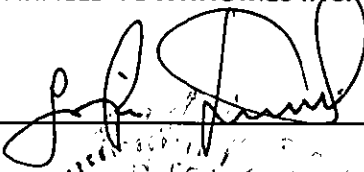
putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting, and operating the utility line or lines.

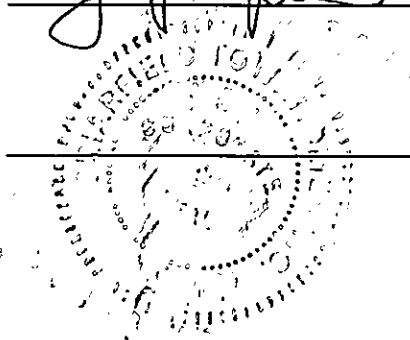
4. The Grantees in carrying out any of the aforesaid operations will do so in a good and workmanlike manner and do as little damage and cause minimum inconvenience to the owner or occupier of the said lands, as is possible, and if any excavations or workings are made or done in connection therewith the land 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 agrees that 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 of the existing surface grades, nor plant or maintain, nor allow or suffer to be planted or maintained therein any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the Grantees of any of the rights hereinbefore granted.
6. The Grantees will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of action, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the Grantees 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 Said Lands.
8. The rights, privileges and obligations hereunder shall extend to and shall be binding upon the Grantor, its successors and assigns, and upon the Grantees and their successors and assigns.

IN WITNESS WHEREOF the Grantor has here unto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf this 1st day of November 2023.

SIGNED and SEALED

BRIARFIELD TOWNHOMES INC.





SCHEDULE ONE

ATCO Gas and Pipelines Ltd.
Land Department
909 – 11 Avenue SW
Calgary, Alberta T2R 1L8

Dated: 1st day of November, 2023

Grantors:

BRIARFIELD TOWNHOMES INC

Grantees:

ATCO Gas and Pipelines Ltd.

GENERAL UTILITY AGREEMENT



241004318

241004318 REGISTERED 2024 01 05
UTRW - UTILITY RIGHT OF WAY
DOC 3 OF 4 DRR#: E00EBUB ADR/CWYNNE
LINC/S: 0039487327

241004318

003

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

241004319

ORDER NUMBER: 52532743

ADVISORY

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GENERAL UTILITY RIGHT OF WAY

BRIARFIELD TOWNHOMES INC. —
OF 2236, 10 ASPEN STONE BLVD SW
CALGARY
ALBERTA T3H 0K3

(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:

PLAN: 231 0745

BLOCK: 18

LOT: 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

does 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 Grantees (being the Corporation and entities listed in Schedule One — hereto) 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 Area "A", Area "C" and Area "D" of the Utility Right-of-Way shown on plan *2410029 1*

(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 water, wastewater, gas, electrical transmission, cable, telephone, and telecommunication lines, pole anchors or any one or more of them together with the usual and ordinary appurtenances thereto (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 Grantees and the Grantor, namely:

1. The term "the Grantees" wherever used in these presents shall include and shall be interpreted to mean the Grantees or their nominees or appointees.
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 Grantees or any one of them.
3. The Grantees, 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,

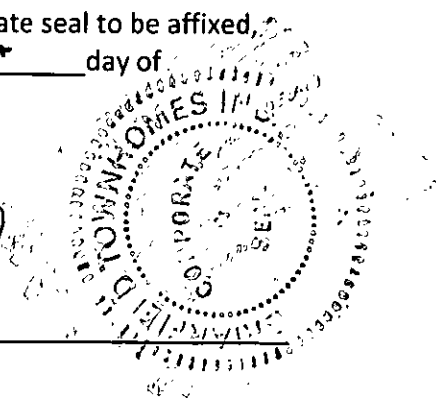
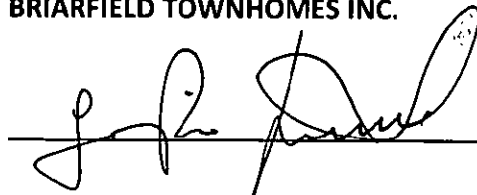
putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting, and operating the utility line or lines.

4. The Grantees in carrying out any of the aforesaid operations will do so in a good and workmanlike manner and do as little damage and cause minimum inconvenience to the owner or occupier of the said lands, as is possible, and if any excavations or workings are made or done in connection therewith the land 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 agrees that 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 of the existing surface grades, nor plant or maintain, nor allow or suffer to be planted or maintained therein any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the Grantees of any of the rights hereinbefore granted.
6. The Grantees will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of action, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the Grantees 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 Said Lands.
8. The rights, privileges and obligations hereunder shall extend to and shall be binding upon the Grantor, its successors and assigns, and upon the Grantees and their successors and assigns.

IN WITNESS WHEREOF the Grantor has here unto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf this 1st day of November 2023.

SIGNED and SEALED

BRIARFIELD TOWNHOMES INC.



SCHEDULE ONE

TELUS Communications Inc.
Floor 1, 2912 Memorial Drive
Calgary, AB T2A 6R1

Shaw Cablesystems Limited
Suite 900, 630 – 3 Avenue, SW
Calgary, AB T2P 4L5

Dated: 15th day of November, 2023

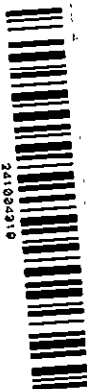
Grantors:

BRIARFIELD TOWNHOMES INC

Grantees:

TELUS Communications Inc.
Shaw Cablesystems Limited

GENERAL UTILITY AGREEMENT



241004319

241004319

REGISTERED 2024 01 05

UTRW - UTILITY RIGHT OF WAY

DOC 4. OF 4 DRR#: E00EBUB ADR/CWYNNE

LINC/S: 0039487327