

MEMORANDUM OF AGREEMENT made this 22 day of Jan, 2018.

BETWEEN:

QUARRY PARK LAND OWNER'S ASSOCIATION,
a corporation under the laws of the Province of Alberta
("The Association")

OF THE FIRST PART

- and -

THE CITY OF CALGARY,
a municipal corporation under the laws of the Province of Alberta
("The City")

OF THE SECOND PART

OPTIONAL AMENITIES AGREEMENT

The Association intends to build Storm Pond Pathway Lightings (phase 1), Median Cascading Waterfall & Irrigation (phase 6) ("the Amenities") on land owned by The City at Quarry Park (DDG051 & DG046), and as outlined in green on Schedule "A" attached to and forming part of this Agreement (hereafter being referred to as the "Lands").

Pursuant to the Development Agreement for Quarry Park, The City granted to the Association approval of the Amenities subject to certain terms and conditions.

One of the conditions of the grant of such development approval was that the Association enter this Agreement with The City providing for the maintenance and removal of the Amenities. The Association has agreed to assume responsibility for the ownership, repair, and maintenance of the Amenities.

IN CONSIDERATION of the grant of a Development Agreement by The City and the performance of the covenants herein contained by the Association, **IT IS AGREED AS FOLLOWS:**

1. The parties agree that the Amenities shall be deemed to be owned by the Association.

2. The parties covenant and agree that for a period of five (5) years from the date that The City issues a Final Acceptance Certificate for the Lands, the Association shall maintain the appearance of the Amenities to the satisfaction of the Director of Park Development & Operations ("the Director"), and the Association shall be solely responsible for all costs and expenses necessarily associated with the repair and maintenance of the Amenities. The Association shall not alter, add to or replace the Amenities, except upon receiving the prior written consent of the Director.
3. The Association acknowledges and agrees that nothing in this Agreement gives the Association any licence, title, or interest in the Lands.
4. The Association shall maintain the Amenities to the satisfaction of the Director of Parks (the "Director") of The City of Calgary for a period of 5 years from the date of execution of this Agreement.
5. The Association shall be solely responsible for all costs and expenses necessarily associated with the repair and maintenance of the Amenities.
6. The Association shall not alter, add to, remove, or replace the Amenities without giving the Director written notice thereof and upon receiving prior written consent from the Director.
7. The Director, the Director's officers, the Director's employees, or the Director's agents may examine the Amenities on the Lands to assess the condition of the Amenities.
8. If in the opinion of the Director the Amenities require repair or maintenance, the Director may direct the Association to repair or perform maintenance on the Amenities by giving the Association written notice. Upon receiving written notice from the Director, the Association will complete the repair or maintenance according to the following time periods:
 - a. within 10 days or within a reasonable period as determined by the Director, or
 - b. immediately if the Director identifies the repair or maintenance is required for public safety.

9. If the Association fails to complete the repairs or maintenance as required by the Director within the specified time frame identified by section 8(a) or 8(b) of this Agreement, the Director shall have the authority and right to undertake such repairs and maintenance. The Association will be responsible for all costs and expenses The City incurs in performing the repairs and maintenance, and will reimburse The City for the full amount of the costs and expenses.
10. At least 90 days prior to the expiration of this Agreement the Association shall
 - a. enter into a new Optional Amenities Agreement with The City for an additional 5 year period, or
 - b. provide The City with written notice indicating that the Association is not entering into a new Optional Amenities Agreement with The City for an additional 5 years.
11. The association shall indemnify and save harmless The City from and against all claims, damages, debts, suits, actions, and causes of actions, costs or sums of money that The City may suffer by reason of the placement, location, or existence of the Amenities, or anything done or omitted to be done by the Association in the operation, repair or maintenance of the Amenities.
12. The Association shall procure and maintain insurance policies that specifically acknowledge and cover the Amenities in a form, content, coverage, and amount satisfactory to the Director. The insurance policies must name the City as an additional insured. The insurance policies must provide sufficient coverage so as to uphold indemnification of The City as specified in section 11 of this Agreement. The Association also covenants and agrees to the following;
 - a. the Association shall provide The City with a copy of the insurance policies upon written request by the Director;
 - b. the Association shall promptly notify The City of any cancellation of insurance or material change that affects it's contractually assumed liability coverage; and
 - c. the Association shall provide evidence acceptable to the Director verifying annual or other renewals or such insurance within a reasonable time following the renewal.

13. Concurrently with the execution of this Agreement the Applicant shall provide The City with a payment in the amount of \$68,030.33 (the "Funds") as well as an administrative fee of \$750 dollars ("Administrative Fee"). The Administrative Fee will not be part of the Funds pursuant to the terms of Clause 14.
14. The Funds paid to The City pursuant to clause 13. shall be kept by The City in a bank account separate from general revenue and used only for the repair, maintenance or removal of the Amenities when this Agreement ends or is earlier terminated. However, any interest earned or generated from these funds may be used to enhance City parks and/or amenities at The City's sole discretion
15. Upon expiration of this Agreement and no renewal thereof:
 - a. the Funds provided to The City pursuant to section 13 of this Agreement will become the sole property of The City who may use the Funds for the cost of repair, maintenance, or removal of the Amenities; and
 - b. the ownership of the Amenities and all rights related to the Amenities will be transferred to The City.
16. The Association acknowledges that if this Agreement is terminated, The City shall be under no obligation to repair or maintain the Amenities, and may in The City's sole discretion remove the Amenities from the Lands.
17. Either party to this agreement may terminate this Agreement prior to the expiry of the full term of 5 years of this Agreement, if the terminating party provides the other party with at least 90 days written notice of its intention to terminate this Agreement.
18. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered, or changed except by further writing signed by both parties hereto.


IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.


 THE CITY OF CALGARY (Signature)

ALLAN NEARING
 First and last name (Please print)

MANAGER, SOUTH REGION PARKS
 Title (Please print)

 QUARRY PARK LAND OWNER'S ASSOCIATION (Signature)


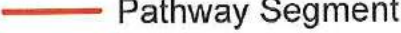

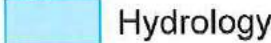
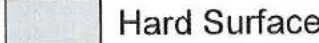
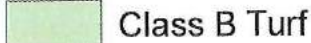


Per: 
 Randy Fenington
 President

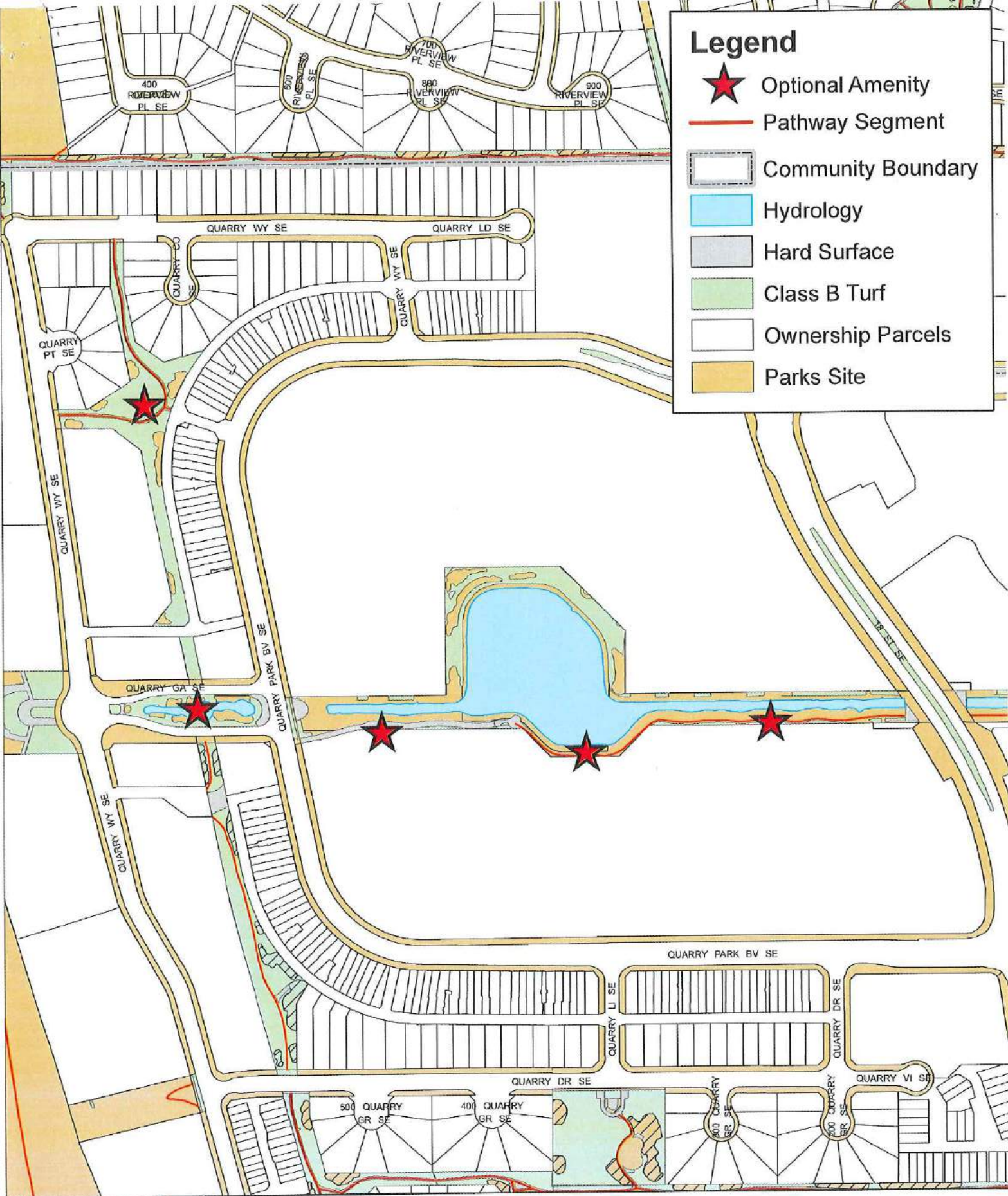
 Title (Please print)

Per: 
 Randall MacFarlane
 Secretary Treasurer

APPROVED	
As to Content	
PARK DEV. & OPER	<i>mn</i>
WATER RESOURCES	<i>mc</i>
As to Form	
SOLICITORS	

Legend


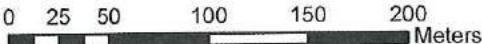
-  Optional Amenity
-  Pathway Segment
-  Community Boundary
-  Hydrology
-  Hard Surface
-  Class B Turf
-  Ownership Parcels
-  Parks Site



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Author: PARIS_GIS (PARIS_GIS@calgary.ca)

Quarry Park Land Owner's Association
Optional Amenity Agreement
Schedule "A"

BETWEEN:

QUARRY PARK LAND OWNER'S ASSOCIATION,
a corporation under the laws of the Province of Alberta
("the Association")

OF THE FIRST PART

- and -

THE CITY OF CALGARY,
a municipal corporation under the laws of
the Province of Alberta
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OF THE SECOND PART

OPTIONAL AMENITIES AGREEMENT

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Calgary, Alberta
T2P 2M5

Solicitor: Gary Zemp