

1979 BILL 16

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First Session, 19th Legislature, 28 Elizabeth II

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THE LEGISLATIVE ASSEMBLY OF ALBERTA

# **BILL 16**

**THE CALGARY - CANADIAN  
PACIFIC TRANSIT AGREEMENT ACT**

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MR. LITTLE

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First Reading . . . . .

Second Reading . . . . .

Committee of the Whole . . . . .

Third Reading . . . . .

Royal Assent . . . . .

*Bill 16*  
*Mr. Little*

## **BILL 16**

1979

### **THE CALGARY - CANADIAN PACIFIC TRANSIT AGREEMENT ACT**

*(Assented to                      , 1979)*

HER MAJESTY, by and with the advice and consent of the  
Legislative Assembly of Alberta, enacts as follows:

**1** Notwithstanding *The Municipal Government Act*, the sublease  
made as of November 1, 1977 between Canadian Pacific  
Limited, as Landlord, The City of Calgary, as Tenant, and The  
Calgary & Edmonton Railway Company is

- (a) ratified, validated and confirmed, and
- (b) declared to be binding upon each of the parties to it  
effective as of the commencement of the term of the  
sublease.

## Explanatory Notes

**1** Canadian Pacific Limited (CPR) leases certain railway rights-of-way in Calgary from the owner, The Calgary & Edmonton Railway Company. The CPR in turn has subleased certain portions of its rights-of-way to the City of Calgary for the use of the City in the operation of its proposed light rail transit system. Section 1 ratifies, validates and confirms the sublease primarily because its provisions regarding liability and indemnification as between the parties go beyond the City's powers or obligations under sections 297 and 304 of The Municipal Government Act.

The relevant provisions of the sublease read:

*4.01 The Tenant shall indemnify and save harmless the Landlord and the C & E Ry. and each of them from and against any and all claims, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss or damage to or destruction of property, or personal injuries, including death, and from and against any and all loss of, damage to or destruction of property and expenses and costs suffered or incurred by the Landlord and C & E Ry. or either of them by reason of the negligence, misconduct, any wilful act or omission, or otherwise howsoever of the Tenant, its servants, agents, invitees, and licensees or any of them arising out of the Tenant's LRT operations or while in the course of exercising any right, licence or privilege or doing anything or failing to do anything which is required or permitted by reason of this Lease.*

*Section 4.02 The Tenant shall further indemnify and save harmless the Landlord and C & E Ry. and each of them from and against any and all claims, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss or damage to or destruction of property, or personal injuries, including death, and from and against any and all loss of, damage to or destruction of property and expenses and costs suffered or incurred by the Landlord, or the C & E Ry., by reason of the negligence or misconduct of the Landlord, or the C & E Ry. its servants, agents, invitees and licensees or any of them arising out of Railway Operations or while in the course of exercising any right, licence or privilege or doing any thing which is required or permitted by reason of this Lease. EXCEPT that this covenant to indemnify and save harmless shall not apply to such loss or damage to or destruction of property, or personal injuries, including death, and to such expenses and costs, to the extent that they would have occurred had the LRT not been constructed and maintained by the Tenant its servants, agents, invitees and licensees or any of them on the*

**2** Section 1 does not operate to preclude The City of Calgary from entering into one or more agreements to amend the sublease referred to in that section without the enactment in each case of an Act validating, ratifying and confirming the amending agreement if

(a) the amending agreement does not amend section 4.01 or 4.02 of the sublease, and

(b) The City of Calgary is otherwise empowered by law to execute the amending agreement.

**3** This Act comes into force on the day upon which it is assented to.

*Leased Premises; it is the intention of this Section 4.02 that the Landlord and the C & E Ry. shall be fully indemnified only for such loss or damage, expenses and costs, for which the Landlord or the C & E Ry. would not have been liable at law or would not have incurred had the LRT, the Tracks and the Improvements not been constructed and maintained in, on, over or under the Leased Premises.*

**2** Saving provision regarding future amendments.