

#407 Phillips  
L 07/13

**LICENSE OF EXCLUSIVE USE  
Parking Stall #52A**

WHEREAS THE UNDERSIGNED, [REDACTED] is the "Unit Owner" of unit number 407 in the Condominium Corporation No. 0222718;

AND WHEREAS there exists certain parking stalls, roof patio decks and balconies that form part of the common property of Condominium Corporation No. 0222718 (the "Corporation");

AND WHEREAS the Unit Owner has requested the right to exclusive use and occupancy of the parking stall, roof patio deck and/or balcony ("the Exclusive Use area(s)");

AND THEREFORE the Unit Owner and the Corporation do hereby mutually covenant and agree as follows:

1. The Unit Owner shall pay to the Corporation in advance the sum of One (\$1.00) Dollar, the receipt of which is acknowledged by the Corporation, for THE EXCLUSIVE USE of the Exclusive Use area(s) marked in RED on the attached Schedule to this License agreement.
2. The Corporation in consideration of the Unit Owner agreeing to comply with the provisions of this License hereby grants to the Unit Owner the exclusive right to use and enjoy the Exclusive area(s) for the Unit Owner and occupants of and visitors to the said Unit such License and right to continue until the occurrence of the earlier of the following events:
  - (a) the transfer or sale of the said Unit by the Unit Owner or any one on behalf of or through the title of the Unit Owner; or
  - (b) the termination of this License by the Corporation as hereinafter provided.

The right to use hereunder shall be a license only, and shall not operate as a lease, easement or other legal interest in land, but the Unit Owner's right to use hereunder shall be exclusive of other Owners of Units within the Condominium of which the said Unit is part.

3. The Unit Owner covenants and agrees to use the exclusive area(s) in conjunction with use and occupancy of the said Unit and shall in all respects regarding the use and occupancy of the exclusive area(s) or any part thereof, observe and perform all the requirements of the By-laws of the Corporation in force from time to time. **The Owner agrees to use this parking area for parking a small or sub-compact automobile only and that they will not at any time impede the movements of other vehicles in the parkade.**
4. Without limiting the generality of Paragraph 2 hereof, the Unit Owner covenants and agrees to keep and maintain and on the expiry or termination of this License to deliver up the whole of the exclusive area(s) in good and substantial repair and condition and shall at all times keep and maintain in a state of good repair, and keep the same free from obstruction and refuse of any kind and, if necessary, whether through wear or tear or otherwise howsoever, to replace any portion thereof as the need arises.
5. The Unit Owner covenants and agrees that he will not cause an ' harm or damage whatsoever to any of the common property from which a License of Exclusive Use is hereby given and will not cause any harm or damage to any part of the Exclusive Use area(s). The Unit Owner will not construct or cause to be constructed any deck or other facility, in or upon the Exclusive Use area(s) without specific prior written permission of the Board of Directors.

6. The Unit Owner agrees that if he shall be in default of the covenants contained herein or shall cause any harm or damage and such default or harm or damage shall not have been corrected or made good within ten (10) days after notice by the Corporation to the Unit Owner requiring such correction, the Corporation may, but shall not be obliged to, make the corrections the harm or damage, as the case may be, and may for that purpose enter upon the Exclusive Use area(s) or any part thereof and any and all costs and expenses incurred by the Corporation in so doing shall be payable by the Unit Owner to the Corporation forthwith on demand, and the amount shall be charged upon, and be a charge upon, the Unit Owner's said unit to the same extent as if such amount were common expense assessments levied upon such Unit pursuant to the By-laws of the Corporation. The Corporation shall have and hereby reserves unto itself the right and privilege at all reasonable time and from time to time to enter upon the Exclusive Use area(s) or any part thereof to view the condition and state thereof and to maintain, repair, remove and otherwise deal with the Exclusive Use area(s).
7. In the event of any default of the Unit Owner's covenants hereunder continuing for more than ten (10) days after notice of the default by the Corporation to the Unit Owner the Corporation may, at its option, immediately retake possession of the Exclusive Use area(s) whereupon this License and all rights of the Unit Owners to exclusive use hereunder shall cease and terminate.
8. The Corporation may notwithstanding anything herein contained, at any time, with reasonable cause, terminate this License upon sixty (60) days notice to the Owner.
9. This License is not intended to create and shall not create any interest in land, and the Unit Owner shall not caveat or otherwise encumber any part of the common property in respect of this License or any rights hereunder.
10. Notices, demands and requests hereunder may be given in the manner prescribed by the By-laws of the Corporation.
11. This License shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Dated at the City of Edmonton, in the Province of Alberta, this 16 day of JAN, 2003.

Signed, Sealed and Delivered  
 Condominium Corporation No. 0222718

Per: \_\_\_\_\_

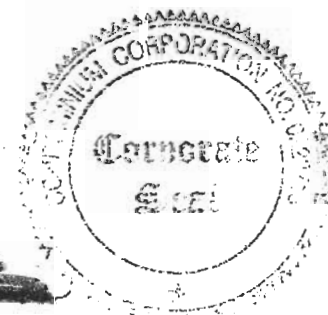
Per: \_\_\_\_\_

Witness: \_\_\_\_\_

Unit Owner: \_\_\_\_\_

Witness: \_\_\_\_\_

Unit Co-owner: \_\_\_\_\_



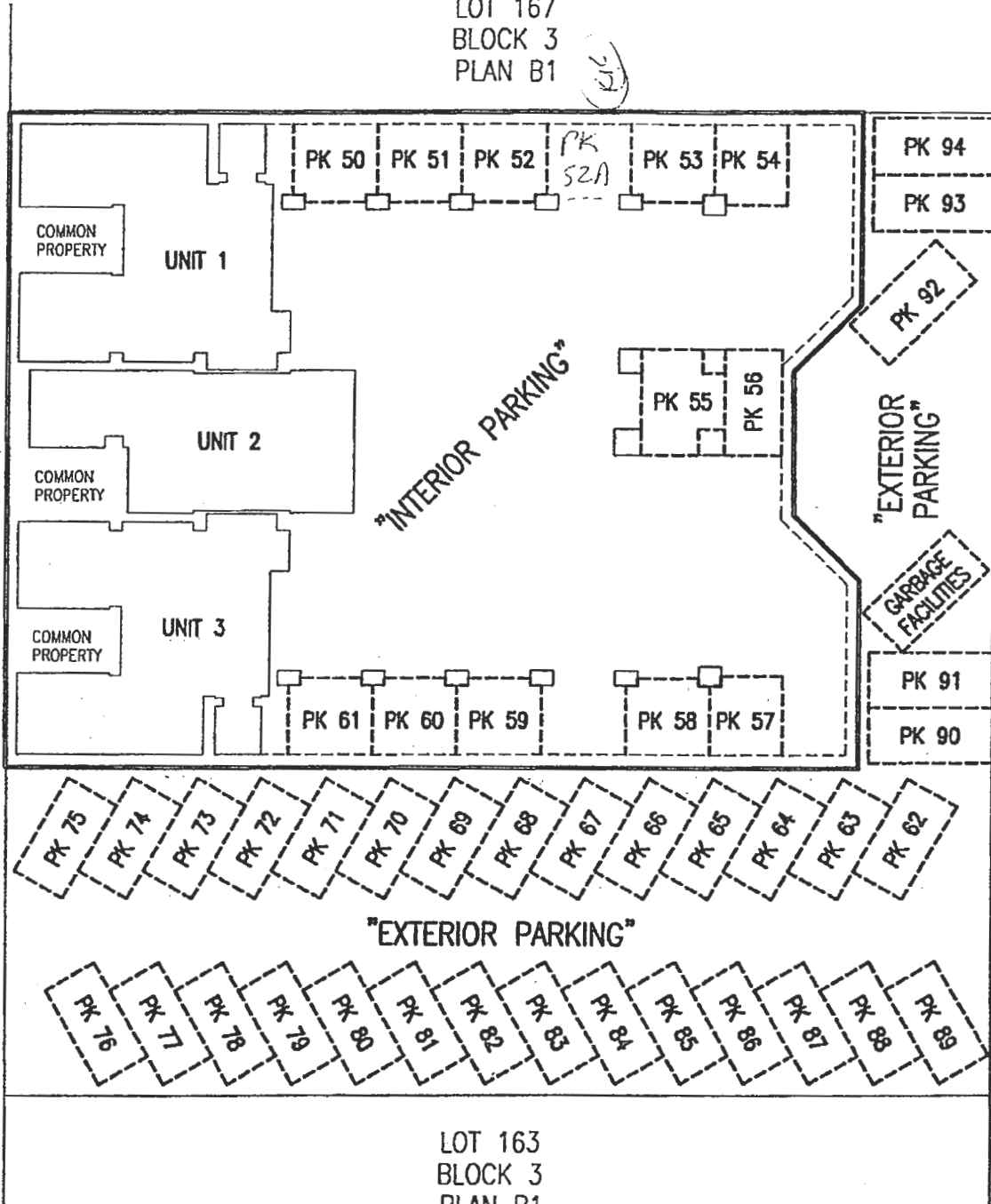
# SCHEDULE PHILLIPS LOFTS PARKING FACILITIES

LOT 167  
BLOCK 3  
PLAN B1

STREET

104

LANE



LOT 163  
BLOCK 3  
PLAN B1

SCALE 1:300

**NORTHLAND  
SURVEYS**

LAND INFORMATION

NOTES

PK DENOTES PARKING STALL.

FILE: 862PARK.DWG

APRIL 26, 2002