

THIS AGREEMENT first written as of the _____ day of _____, 2017.

BETWEEN:

TOWN OF GIBBONS

a Municipal Corporation in the Province of
Alberta (the “Town”)

-and -

STURGEON COUNTY

a Municipal Corporation in the Province of
Alberta (the “County”)

RANGE ROAD 231 AGREEMENT

WHEREAS on March 7, 2016, the Town gave notice to the County of the Town’s intention to annex from the County approximately three quarter sections of land presently located within the boundaries of the County as legally described in Schedule “A” and illustrated in Schedule “A1” attached hereto to this Agreement (“the Annexation Area”);

AND WHEREAS the Town and the County have, in accordance with section 117 of the *Municipal Government Act* (the “MGA”), held negotiations in an attempt to resolve the proposed annexation as well as other issues of concern to one or both of the parties;

AND WHEREAS each municipality has direction, control and management of all municipal roads within the boundaries of their municipality in accordance with section 18 of the *MGA* and that a municipality must kept such roads in a reasonable state of repair having regard to the character of the road and the area of the municipality that it is located pursuant to section 532 of the *MGA*;

AND WHEREAS it is anticipated that development of the proposed annexation lands will result in increased industrial traffic affecting:

- a) that portion of Range Road 231 adjacent to the eastern boundary of lands legally described as the E ½ 11 56-23-W4; and
- b) a proposed local road adjacent the southern boundary of lands legally described as SE 11-56-23-W4.

Both affected roads area highlighted in the map attached hereto as Schedule “B” (“Range Road 231 and Proposed Local Road”);

AND WHEREAS the affected roads are located outside of the annexation lands as shown on the map attached hereto as Schedule “B” and will remain within the County following the annexation, and that the Town and County desire to ensure that the cost for road improvements, and ongoing road maintenance will be borne by the Town when improvements are deemed necessary by the County as a result of development within the annexation area;

AND WHEREAS the Town and the County have reached an agreement in respect to the issues arising from the proposed annexation affecting Range Road 231 and proposed local road, and desire to document this agreement by way of a formal written agreement;

NOW THEREFORE in accordance with the terms and conditions hereinafter set forth, the Town and the County agree as follows:

PART 1 – MUTUAL COOPERATION

1. The Town and the County agree to use all reasonable efforts to fully cooperate with one another to ensure that the terms and conditions of this Agreement are fulfilled, including providing each other any necessary information with respect to the Annexation Area during the annexation process and thereafter during any period of transition.

PART 2 – RANGE ROAD 231 AND PROPOSED LOCAL ROAD

2. In consideration of the County not contesting the Town’s annexation application, the Town and the County agree that upon annexation of the Annexation Area by the Town, that the Town will upgrade and maintain the identified portion of Range Road 231 (see Schedule “B”) and register, construct and maintain the proposed local road (see Schedule “B”) to the County’s standard for industrial roads at the time when the Annexation Area is developed for industrial purposes.
3. Further, that each municipality has direction, control and management of all municipal roads within the boundaries of their municipality in accordance with section 18 of the *MGA* and that a municipality must kept such roads in a reasonable state of repair having regard to the character of the road and the area of the municipality that it is located pursuant to section 532 of the *MGA*; the Town of Gibbons agrees to maintain inherited roads to a standard equal to or greater than that currently provided by Sturgeon County.

PART 3 – TERMINATION

4. This Agreement shall terminate and be of no force and effect upon the refusal of the Town's application to annex the Annexation Area by the Lieutenant Governor in Council.

PART 4 – GENERAL

5. Any notice required to be given under this Agreement shall be given in writing and delivered to:
 - (a) in the case of the Town, to its Chief Administrative Officer; and
 - (b) in the case of the County, to its Chief Administrative Officer.
6. All references to legislation contained herein, including without limitation any references to statutes, regulations or bylaws, shall include amendments thereto and any successor legislation enacted in replacement thereof.
7. Each of the parties shall at all times undertake all such further acts and execute and deliver all such further documents as shall be reasonably required to fully perform the terms and conditions of this Agreement.
8. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and this Agreement shall not be amended, modified or discharged except by an instrument in writing executed under the authority of each of the parties.
9. No waiver by or on behalf of either party of any breach of the covenants or conditions herein contained shall take effect or be binding upon that party unless the same is expressed in writing under the authority of that party and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other breach.
10. The Recitals and Schedules attached hereto form part of this Agreement.
11. Nothing in this Agreement shall be construed as fettering or restricting the lawful authority of any board, tribunal, other quasi-judicial entity, or elected municipal Council (or member thereof), in the exercise of jurisdiction vested in it by law.
12. This Agreement is binding upon both the Town and the County and their successors and assigns.
13. If any provision of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunder affixed their respective corporate seal and signatures by duly authorized representatives, as of the date above first written.

TOWN OF GIBBONS

Per: _____

Per: _____

STURGEON COUNTY

Per: _____

Per: _____

SCHEDULE "A"

Legal Description of Lands within the Annexation Area

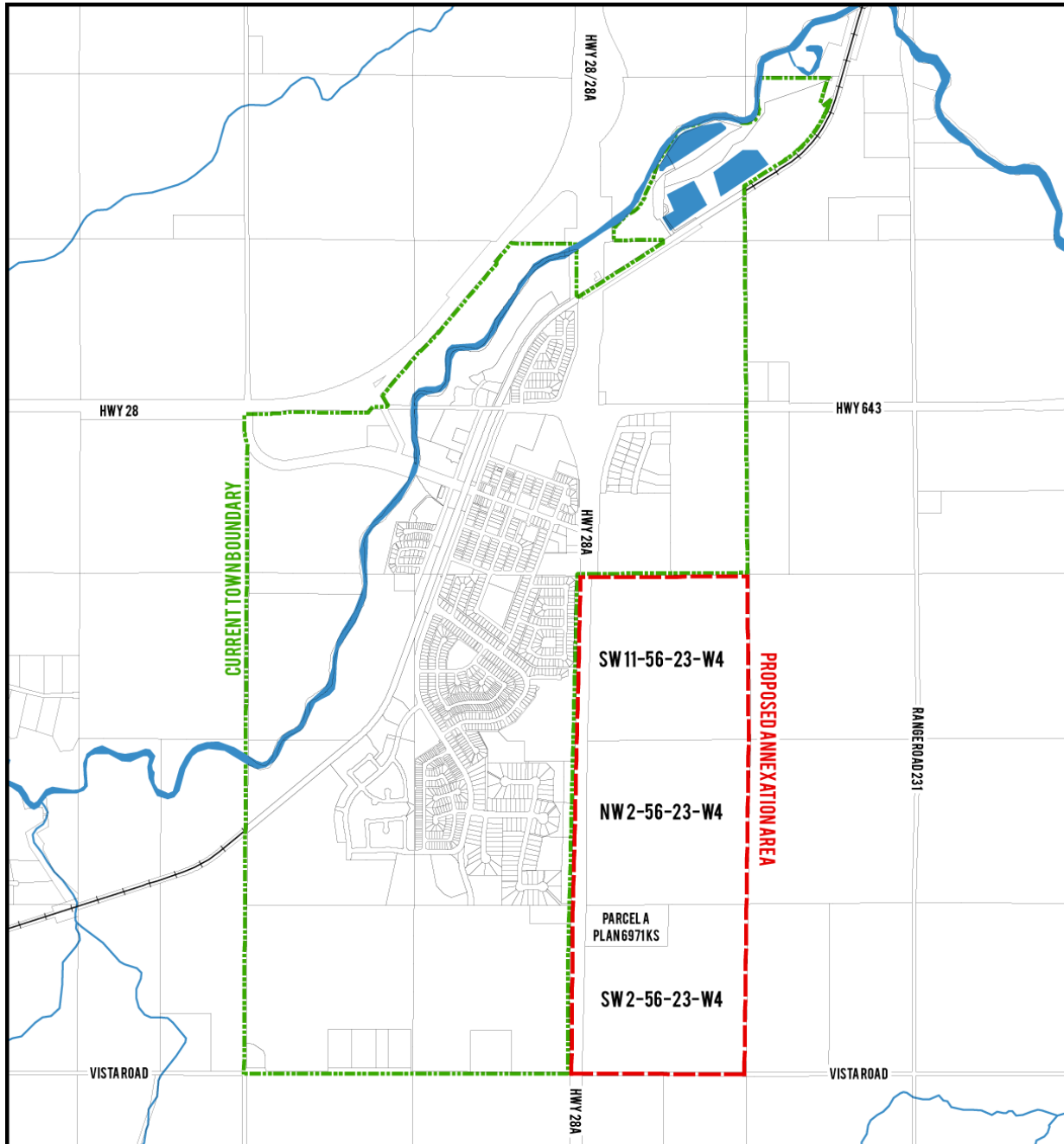
SW 11-56-23-W4

NW 2-56-23-W4

SW 2-56-23-W4

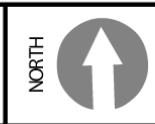
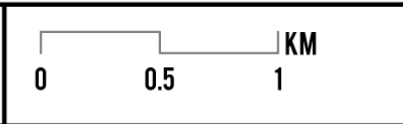
Parcel A, Plan 6971 KS

SCHEDULE "A1"
Lands within the Annexation Area

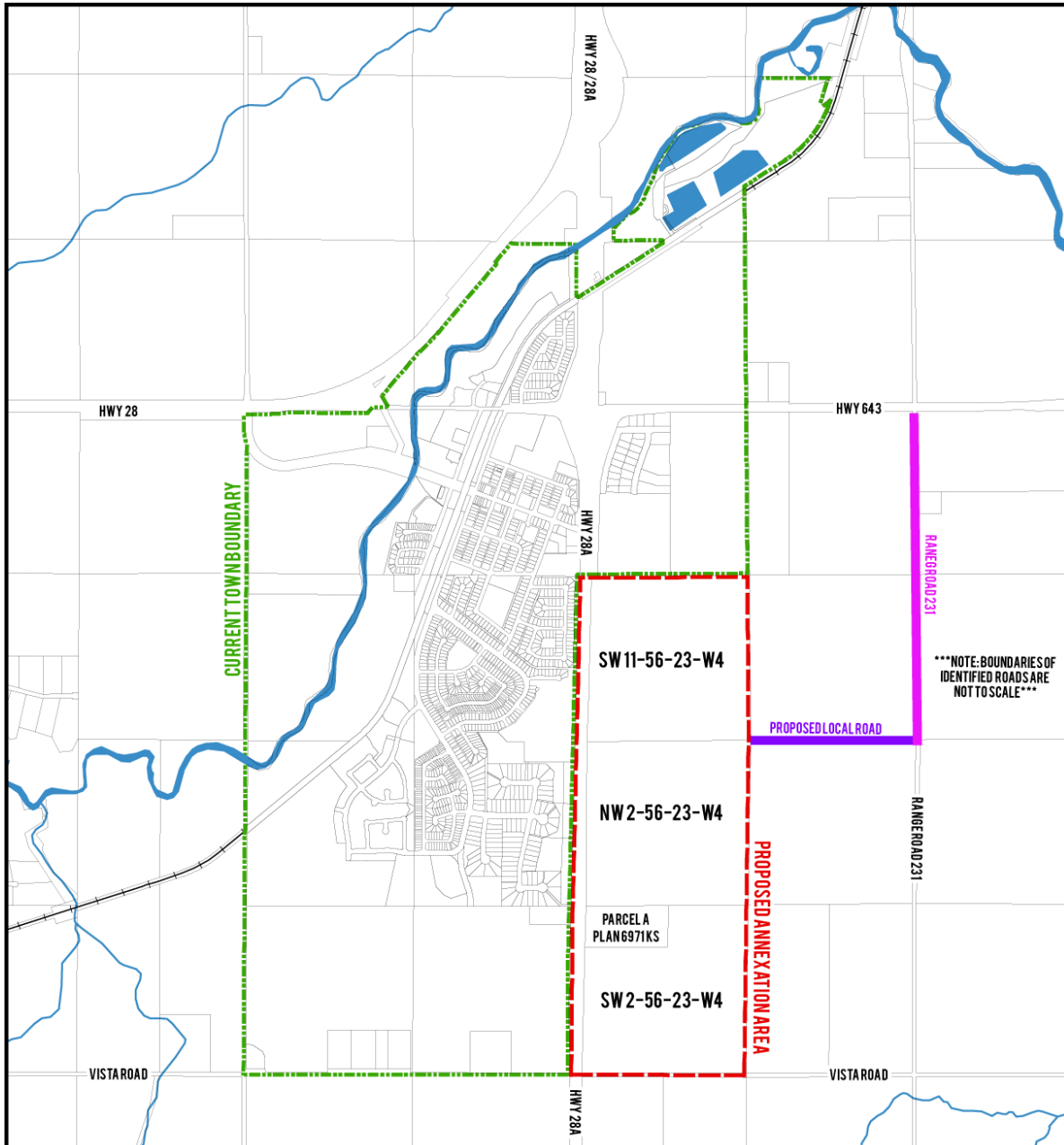


TOWN OF GIBBONS **SCHEDULE A1**
LANDS WITHIN THE ANNEXATION AREA

INFORMATION: GEOGRATIS & ALTALIS
PROJECTION: UTM NAD 83 12N



Schedule "B" Range Road 231 & Proposed Local Road



TOWN OF GIBBONS SCHEDULE B RANGE ROAD 231 & PROPOSED LOCAL ROAD

INFORMATION: GEOGRATIS & ALTALIS
PROJECTION: UTMNAD8312N

