

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

BETWEEN:

TOWN OF BON ACCORD

a Municipal Corporation in the Province of Alberta
(the "Town")

-and -

STURGEON COUNTY

a Municipal Corporation in the Province of Alberta
(the "County")

AGREEMENT REGARDING HIGHWAY 28 SERVICE ROAD

WHEREAS on March 3, 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 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 the proposed annexation will involve the transfer of the direction, control and management of the Highway 28 Service Road that runs through the lands legally described as SE 13-56-24-4 highlighted in the map attached hereto as Schedule "B" (the "Highway 28 Service Road");

AND WHEREAS the lands legally described as Plan 9321338, Lot A located within SW 13-56-24-W4 and depicted in the map attached hereto as Schedule "B" are outside of the Annexation Area and will remain within the County following the annexation of the Annexation Area to the Town and the County desires to ensure that legal road access is maintained to this parcel of land following the annexation;

AND WHEREAS the Town and the County have reached an agreement in respect to the issues arising from the proposed annexation and the Highway 28 Service 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 – HIGHWAY 28 SERVICE 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 ensure that legal road access is maintained to the lands legally described as Plan 9321338, Lot A located within SW 13-56-24-W4 and depicted in the map attached hereto as Schedule “B”, which lands are outside of the Annexation Area and will remain within the County following the annexation of the Annexation Area to the Town. The Town and the County acknowledge that these lands are presently accessed only by way of the Highway 28 Service Road and in the event the Highway 28 Service Road is closed in the future, the Town will ensure that alternate legal road access is provided to these lands.

Further, given that each municipality has direction, control and management of all roads within the boundaries of their municipality in accordance with section 18 of the *MGA* and that a municipality must keep 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 intends that all roads inherited as a result of annexation shall receive a level of service equal to or greater than that provided by Sturgeon County at the time of annexation.

PART 3 – TERMINATION

3. 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

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. The Recitals and Schedules attached hereto form part of this Agreement.

10. 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.

11. This Agreement is binding upon both the Town and the County and their successors and assigns.

12. 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 BON ACCORD

Per: _____

Per: _____

STURGEON COUNTY

Per: _____

Per: _____

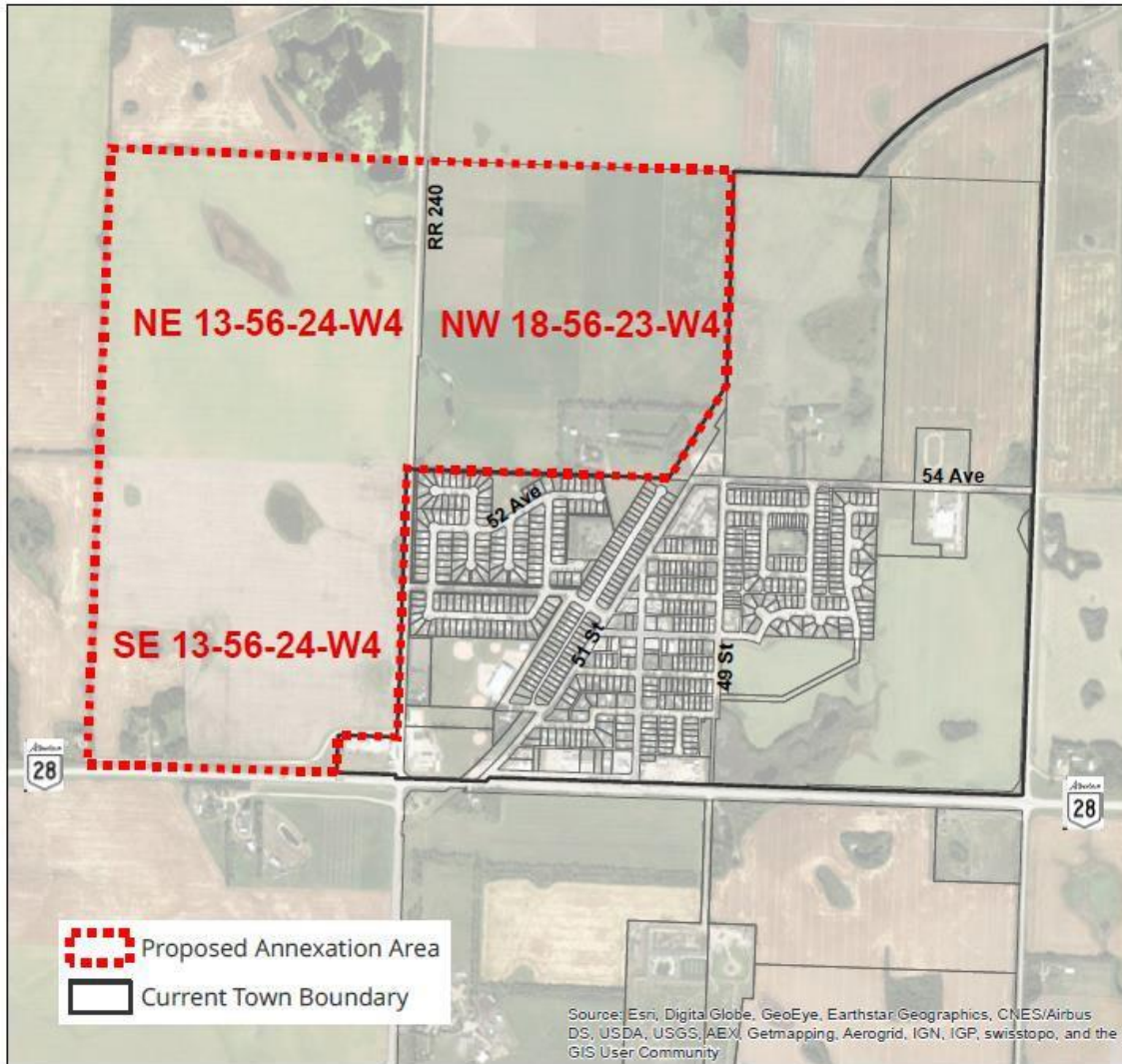
SCHEDULE "A"

Legal Description of Lands within the Annexation Area

1. NE 13-56-24-W4
2. NW 18-56-23-W4
3. SE 13-56-24-W4

SCHEDULE "A1"

Map of Land within Annexation Area



Schedule "B"
Map of Highway 28 Service Road

