

Annexation Agreement dated June 18, 2018

Between:

**CITY of EDMONTON**  
(the "City")

and

**STURGEON COUNTY**  
(the "County")

### **Preamble**

- A.** Pursuant to section 116 of the *Municipal Government Act* (RSA 2000, Chapter M-26), on September 23, 2014, the City issued Notice of Intent to annex from the County the lands described in Schedule "A" and illustrated in Schedule "B" (the "Said Lands").
- B.** Negotiations between the parties began on June 26, 2014, and through mutual cooperation the parties have now reached a settlement in respect of the proposed annexation and other matters and desire to document the settlement by way of a formal agreement. .
- C.** The City purchased the Said Lands from the Province of Alberta on November 21, 2017.
- D.** The parties wish to enjoy continued collaboration in respect of the proposed annexation.

Now therefore, in accordance with the terms and conditions hereinafter set forth, the City and the County agree as follows:

### **1. Annexation Lands**

- 1.1. The City and the County agree that the lands described in Schedule "A" (the "Said Lands"), and illustrated in Schedule "B", shall, pursuant to order by the Lieutenant Governor in Council (the "Annexation Order"), be

separated from the County and annexed to the City effective January 1, 2019, or such other date ultimately determined by the Annexation Order (the "Effective Date").

- 1.2. The City and the County acknowledge that the Province of Alberta has ultimate jurisdiction of annexation matters and that neither the Municipal Government Board nor the Lieutenant Governor in Council are bound by the terms and conditions of this Agreement.
- 1.3. The City and the County mutually agree to fully co-operate with each other in order to ensure that the terms and conditions of this Agreement are fulfilled and in order to ensure the City's application to be made to the Municipal Government Board is granted.

## **2. Roads**

- 2.1. The City and County hereby acknowledge that the purpose and plan for the Said Lands is to provide logical and contiguous roadway access between Anthony Henday Drive and the Edmonton Energy and Technology Park; both of which are located within the current jurisdiction of the City.
- 2.2. The City agrees that any other development proposed within the Said Lands shall be in compliance with the Edmonton Garrison Heliport Zoning Regulations and the 2013 Restrictive Covenant Agreement between the Government of Canada and the Province of Alberta.
- 2.3. The City and the County acknowledge that the City has been maintaining that portion of 66 Street located within the Said Lands between Anthony Henday Drive and Valour Avenue and hereby agrees to continue to maintain that portion of the Said Lands.
- 2.4. The City and the County acknowledge that the 66 Street, south of 195 Avenue, alignment may be adjusted eastward to create an efficient connection with the current alignment of 50 Street. The City hereby agrees to consult with the County at such time as this work appears to be imminent to ensure properties within Sturgeon County have continued

access to the Anthony Henday Drive and 66 Street interchange.

- 2.5. The City agrees to confirm the location of the property boundary between the 66 Street road right-of-way and the abutting titled parcel to the west. The City further agrees to share that information with the County once it becomes available.
- 2.6. The City acknowledges that any further road right-of-way dedication that is required for expansion of 66 Street within the Said Lands shall be addressed through lands owned by the City.

### **3. Land Use**

- 3.1. The City and the County acknowledge and agree that the County's Land Use Bylaw 1385/17 shall remain in effect until such time as a rezoning is deemed necessary by the City. The City agrees to send to the County any future rezoning application(s) within the Said Lands.

### **4. Assessment and Taxation**

- 4.1. The City and the County agree that no transition plan is contemplated nor required in relation to the assessment or imposition of property taxes for property located in the Said Lands.

### **5. Effective Date of Annexation**

- 5.1. The City and the County agree that the annexation should be effective as soon as possible. Both parties agree to request from the Province of Alberta that the Effective Date of the annexation be January 1, 2019.

### **6. No Compensation**

- 6.1. The City and the County hereby agree that no compensation shall be due and payable by either party as a result of this annexation. The parties agree to no compensation based on the following factors:

- 6.1.1. The Said Lands are owned by the City;

6.1.2. The Said Lands do not generate any revenue to the City nor did such lands generate revenue to the County previously; and

6.1.3. The City has and will continue to expend funds for the maintenance of 66 Street located within the Said Lands. Such maintenance shall include all aspect of the road right-of-way and associated drainage systems.

## **7. General Provisions**

7.1. The City and the County agree to share any and all relevant records, documents, bylaws, resolutions, planning decisions, decisions in progress and any other like relevant documents or materials in order to ensure the annexation of the Said Lands can be implemented on the Effective Date.

7.2. This Agreement cannot be modified or amended except by an instrument in writing signed by both the City and the County.

7.3. Nothing contained within this Agreement shall nullify, replace, circumvent, extend or modify any existing jurisdiction, statutes or other regulations which govern the parties.

7.4. The parties agree to perform tasks, to issue instructions, to enter into such discussions and execute further documents as may be necessary from time to time in order to carry out the terms of this Agreement in accordance with their true intent.

7.5. The terms of this Agreement are indivisible. For further clarification, the parties agree that this Agreement shall only be binding in so far as it is in accordance with the specific terms of the requested Annexation Order.

7.6. The validity and interpretation of this Agreement, and of each article and part within this Agreement, will be governed by the laws of the Province of Alberta.

7.7. If any provision of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

## **8. Term**

- 8.1. This Agreement shall be valid upon the full execution by the parties and shall terminate upon the earlier of the City withdrawing its application to the Municipal Government Board for annexation or such application for annexation being refused, or, if the annexation is approved, on the Effective Date or the date of the Annexation Order, whichever is later.
- 8.2. Notwithstanding 8.1, the parties agree to honour the commitments made in this Agreement beyond the Effective Date, unless such commitments contravene the Annexation Order.

## **9. Dispute Resolution**

- 9.1. In the event of a dispute that arises from the implementation of this Agreement, the parties shall follow the process outlined here to resolve any disputes:
- 9.1.1. the parties shall undertake an Administrative review in consultation with each other and shall engage the City and County Councils, respectively, as necessary;
- 9.1.2. upon unsuccessful resolution through the Administrative review process, either party may initiate formal mediation; and
- 9.1.3. either party may seek resolution of a matter through application to the Municipal Government Board.

## **10. Request to MGB**

- 10.1. In furtherance of attaining the objectives contained within the Agreement, both parties agree to request the Municipal Government Board to recommend to the Lieutenant Governor in Council to include all matters contained in the Agreement within the Annexation Order.
- 10.2. The City and the County agree that the provisions of this Agreement shall be part of the report required to be prepared by the City pursuant to s. 118

of the *Municipal Government Act*. The County agrees that it will sign the report required under s. 118 of the *Municipal Government Act* provided it shall be consistent with this Agreement and that the report shall not in any manner conflict with the provisions of this Agreement.

10.3. The City and the County acknowledge and agree that in the event the Lieutenant Governor in Council affects, alters, amends or in any way impacts the terms of this Agreement, both parties shall, in good faith, enter into renewed negotiations with respect to the implementation of this Agreement to the extent it is impacted by the Order of the Lieutenant Governor in Council.

Signed this 18 day of June, 2018 at Edmonton, Alberta.

For the City of Edmonton:

  
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Mayor Don Iveson

For Sturgeon County:

  
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Mayor Alanna Hnatiw

**SCHEDULE "A" – Annexed Lands**

PLAN 1121688, AREA "A"

CONTAINING 11.87 HECTARES (29.33 ACRES) MORE OR LESS

PLAN 1123582, AREA "B"

CONTAINING 0.432 HECTARES (1.07 ACRES) MORE OR LESS

PLAN 1322333, AREA "C"

CONTAINING 3.83 HECTARES (9.46 ACRES) MORE OR LESS

# SCHEDULE "B" – Map of Said Lands

