

**IN THE MATTER OF THE *Municipal Government Act***

**AND IN THE MATTER OF** an application by the Town of Beaumont, in the Province of Alberta, to annex certain territory lying immediately adjacent thereto and thereby its separation from Leduc County.

**BEFORE:**

L. Dirom, Presiding Officer  
S. Cook, Member  
C. Hannah, Member

**SUMMARY**

On April 7, 1997 the Town of Beaumont (Town) filed notification of its intent to annex 1,120 acres of land from Leduc County (County). This notification followed many years of negotiations between the Town, landowners and the County. During this time, at the urging of the landowners, the parties attempted various approaches to achieve an uncontested annexation. The Town filed its negotiation report with the Municipal Government Board on June 18, 1997 and indicated that the County had until June 30, 1997 to sign the report. The County was unable to sign the report due to outstanding issues regarding transportation improvement costs, storm water runoff, weed control, and the Town's rate of growth.

A panel of the Board reviewed the negotiation report on July 17, 1997 and determined that there was no general agreement respecting the annexation, and directed that a public hearing be scheduled. The Town and the County requested the assistance of the Minister of Municipal Affairs regarding the appointment of a mediator. In September 1997, the Town and the County accordingly requested that the public hearing be postponed so that with the assistance of the mediator they could try to resolve the outstanding issues.

The parties then embarked on several months of discussions which resulted in the adoption of the draft Annexation Agreement and Inter-Municipal Development Plan at a joint meeting of the Town Council and the County Council on July 13, 1998.

The Town and County held three joint public information meetings on August 10, 1998 at the County Centre Building in Nisku, and on August 25, 1998 and September 3, 1998 at the Beaumont Community Centre. The concerns raised by members of the public can be summarized as weed control, oiling roads to control dust, timing of development, traffic control such as lights and turning lanes, plowing of driveways, and highway commercial development along 50th Street (Secondary 814).

By letter dated September 28, 1998, the Town and County jointly requested the Municipal Government Board consider the annexation of the lands to the Town in accordance with the Annexation Agreement. At that time the Inter-Municipal Development Plan and Agreement with the landowners was provided to the Board.

Agreement with the Landowners

Thirteen landowners are affected by the proposed annexation. All landowners are in favor of the annexation and have signed an Agreement to that effect with the Town. The Agreement provides that in exchange for the Town taking the necessary steps to permit the annexation of the landowners' lands to the Town, the landowners agree to pay to the Town certain costs of the annexation which the Town owes to the County.

The first of those costs is the reconstruction of a portion of Range Road 243. The landowners have the option of paying their proportionate share upon the annexation, in annual installments or upon the execution of a Development Agreement with respect to the landowners' lands. The second item relates to the cost of upgrading certain roads and the LeBlanc Canal. The Agreement sets out a formula to calculate the annual cost per acre. In addition the landowners agreed to share the mediation fees, legal fees and Municipal Government Board fees on a per acre basis. The Agreement allows the Town to file a caveat against the landowners' lands evidencing the sums owing under the Agreement.

Annexation Agreement

The Annexation Agreement commits the County to support the annexation proposal subject to the terms of the Agreement and the enactment of the Inter-Municipal Development Plan. The Annexation Agreement addresses the following issues:

1. **Limitation on and trigger for additional annexation**

The Town agrees not to apply to annex any additional land of the County until the Town's population reaches at least 25,000, or they otherwise agree on an annexation for a special purpose.

2. **Agricultural Land**

The County will continue its policy of protecting good agricultural land, and the Town will continue its policy and enforcement practices of preventing premature stripping of agricultural land.

3. **Weed Control**

Weed control is a priority for both municipalities and they agree to continue consistent enforcement strategies.

4. **Drainage**

The Town and County agree to appoint and share equally in the cost of an independent expert to study the drainage flows and characteristics into and out of the Town. The independent expert will recommend remedial measures and recommend a fair contribution formula to share the costs of drainage works. The recommendations by the independent expert will form the basis of a proactive agreement to manage future potential drainage issues. As in the past, the Town will obtain approval from the County when improvements to the LeBlanc Canal are needed.

5. **Funding drainage issues**

The County and Town agree to jointly apply for provincial funding for the independent study referred to above. If provincial funds are not available within two years of the annexation, the County and Town agree to share the costs equally.

6. **Roads and related matters**

The Agreement lists a number of specific roads for which the Town will assume responsibility, and other roads for which the County will either retain or assume responsibility for. The Town and the County agree to share the costs of certain upgrades like signal lights.

**Inter-Municipal Development Plan**

On September 22, 1998 and September 23, 1998 respectively, the County and the Town gave third reading to bylaws adopting an Inter-Municipal Development Plan. The Plan is intended to establish development controls and to facilitate inter-municipal communication. In the event of a conflict, this Plan is intended to prevail over any Statutory or Outline Plan of either municipality. The Plan is to take effect on the effective date of the annexation. The highlights of the Inter-Municipal Development Plan are as follows:

1. **Application of the Plan**

The Plan applies to lands in both the Town and the County located within 0.8 km (0.5 miles) of each side of the new Town boundary, called the Planning Area.

**2. Referral of Development Matters**

The municipalities agreed to refer to each other for comment (i) all requests to amend this Plan or any other plan or bylaw affecting the Planning Area, (ii) multi-parcel subdivisions, and (iii) discretionary development permit applications.

**3. Land Use Control**

The County agrees to maintain agricultural zoning as set out in the Schedule to the Plan, along both sides of Secondary Highway 814 between the new Town boundary and the City of Edmonton. They also agree for this same area, not to approve any highway commercial development under discretionary uses without the Town's consent. The municipalities agree to maintain a 50 meter right-of-way for future road widening, along two secondary highways and to protect those rights-of-way from future development. In addition the municipalities agree not to permit new intensive livestock development within the Planning Area.

**4. Controlled Access to Secondary Highways 814 & 625**

The municipalities agreed to limit future roadway access to 1/2 mile intervals and to restrict left turns from roadways to one mile intervals when necessary to minimize accidents and facilitate traffic movement.

**5. Plan administration and review**

The Plan establishes an Inter-Municipal Liaison Committee comprised of equal numbers of representatives from the Town and the County, with the position of Chair alternating. The primary function of the Committee is to submit recommendations to the Councils, striving for as much consensus as possible.

**6. Dispute Resolution Process**

If the Committee is unable to reach a consensus a Joint Council meeting shall be called, and if the Councils cannot agree, either municipality may request the Minister to appoint a mediator. The cost of the mediation services is to be shared equally even if the mediation is not successful.

**7. Plan amendment and repeal**

The Plan may be amended or repealed by joint by-laws of the Councils.

The Annexation Agreement and the Inter-Municipal Development Plan address the issues raised by members of the public at the three public information meetings.

The Town and County have requested that the effective date of the annexation be January 1, 1999.

By letter dated October 26, 1998, the Board advised the Town, the County, the thirteen landowners, Black Gold Regional School Division, Crossroads Regional Health Authority, Leduc and Area Landfill Authority, Capital Region Sewage Commission, and the Beaumont Health Unit, of its finding of general agreement for the annexation. The Board further advised that notice of the annexation to the general public would be published in the Beaumont Nouvelle on November 2 and 9, 1998. The notice provided that unless objections to the annexation are filed with the Board by November 23, 1998, the Board would make its recommendation to the Minister without holding a public hearing. No objections were received by the Board.

## **FINDINGS**

After reviewing and considering the notification, the Annexation Agreement, the Agreement with the Landowners and the Inter-Municipal Development Plan, the Board finds:

1. On April 7, 1997, the Town filed notification of its intent to annex 1,120 acres of land from the County.
2. A negotiation report signed by the Town was filed with the Board on June 18, 1997.
3. The County was unable to sign the above referenced negotiation report due to outstanding concerns with transportation improvement costs, storm water runoff, weed control and the Town's rate of growth.
4. A panel of the Board reviewed the negotiation report on July 17, 1997 and determined that there was no general agreement respecting the annexation, and directed that a public hearing be held.
5. In September 1997 the Town and the County requested that the public hearing be postponed so that they could attempt to resolve the outstanding issues with the assistance of a mediator.
6. At a joint meeting of the councils of the Town and the County held on July 13, 1998, a draft Annexation Agreement and Inter-Municipal Development Plan were adopted.

7. The Town and County held three joint public information meetings on August 10, 1998, August 25, 1998 and September 3, 1998, at which the Annexation Agreement and Inter-Municipal Development Plan were explained and the public had an opportunity to make their views known.
8. The concerns expressed by the public at the information meetings are addressed in the Annexation Agreement and Inter-Municipal Development Agreement. No objections to the annexation were raised at the public meetings.
9. All the landowners consented to the annexation. The Town entered into an Agreement with the landowners dealing with the annexation.
10. Notice of the annexation was published in the Beaumont Nouvelle on November 2 and 9, 1998. The notice provided that unless objections were received by the Board by November 23, 1998, the Board would make its recommendations to the Minister without holding a public hearing. No objections were received by the Board.
11. There is general agreement on the annexation of the land to the Town.

### **RECOMMENDATIONS**

In consideration of the above, the Board makes the following recommendations for the reasons set out below:

1. Effective January 1, 1999, the land described in Appendix "A" and shown on the sketch in Appendix "C" be separated from the County and annexed to the Town and the Secondary Highway described in Appendix "B" and shown on the sketch in Appendix "D" be separated from the Town and annexed to the County.
2. The terms and conditions of the Annexation Agreement, attached at Appendix "E" be incorporated by reference to this Order and form part of this Order; and
3. The provisions of the Inter-Municipal Development Plan, attached at Appendix "F" be incorporated by reference to this Order and form part of this Order.
4. The provisions of the Landowners Agreement with the Town attached at Appendix "G".

**OR**

1. Effective January 1, 1999, the land described in Appendix "A" and shown on the sketch in Appendix "C" be separated from the County and annexed to the Town and the Secondary Highway described in Appendix "B" and shown on the sketch in Appendix "D" be separated from the Town and annexed to the County, subject to:
  - (i) the terms of the Annexation Agreement, attached at Appendix "E",
  - (ii) the provisions of the Inter-Municipal Development Plan, attached at Appendix "F", and
  - (iii) the provisions of the Agreement with the Landowners, attached at Appendix "G";
2. Any taxes owing to the County on January 1, 1999, in respect of the annexed lands are transferred to and become payable to the Town together with any lawful penalties and costs levied in respect of those taxes, and the Town upon collecting those taxes, penalties or costs shall pay them to the County.
3. The assessor for the Town shall assess in 1999, for the purpose of taxation in 2000, the annexed land and assessable improvements to it.

#### REASONS

The Board is satisfied that the Town, the County and the affected landowners are in support of the annexation and the areas of concern have been dealt with in the Annexation Agreement, the Agreement with the landowners and the Inter-Municipal Development Plan. The Board is satisfied the above referenced agreements set out the parameters for continued municipal cooperation.

The Board gave notice of its finding that there is general agreement by letter to the municipalities and affected landowners, and to the general public by publication in the local newspaper on two consecutive weeks. The notice also stated that if no objections were received by November 23, 1998, the Board would make its recommendations without holding a public hearing. No objections were received by November 23, 1998, and the Board must assume that there is complete support for the annexation.

Dated at the City of Edmonton, in the Province of Alberta, this 4th day of February, 1999.

MUNICIPAL GOVERNMENT BOARD



L. Dirom, Presiding Officer

## APPENDIX "A"

DETAILED DESCRIPTION OF THE LANDS RECOMMENDED FOR SEPARATION FROM LEDUC COUNTY AND ANNEXED TO THE TOWN OF BEAUMONT:

1. EAST HALF OF SECTION TWENTY-SIX (26) TOWNSHIP FIFTY (50) RANGE TWENTY-FOUR (24) WEST OF THE FOURTH MERIDIAN.
2. ALL THAT PORTION OF THE SOUTH WEST QUARTER OF SECTION TWENTY-SIX (26) TOWNSHIP FIFTY (50) RANGE TWENTY-FOUR (24) WEST OF THE FOURTH MERIDIAN.
3. ALL THAT PORTION OF THE WEST ONE HALF OF SECTION TWENTY-SEVEN (27) TOWNSHIP FIFTY (50) RANGE TWENTY-FOUR (24) WEST OF THE FOURTH MERIDIAN AND THE NORTH SOUTH GOVERNMENT ROAD ALLOWANCE ADJOINING THE WEST BOUNDARY THEREOF NOT WITHIN THE TOWN OF BEAUMONT.
4. ALL THAT PORTION OF SECTION THIRTY FOUR (34) TOWNSHIP FIFTY (50) RANGE TWENTY-FOUR (24) WEST OF THE FOURTH MERIDIAN AND THE NORTH SOUTH GOVERNMENT ROAD ALLOWANCE LYING WEST THEREOF NOT WITHIN THE TOWN OF BEAUMONT.
5. ALL THAT PORTION OF SECONDARY HIGHWAY 814 LYING BETWEEN THE NORTH BOUNDARY OF THE TOWN OF BEAUMONT AND THE SOUTH BOUNDARY OF THE CITY OF EDMONTON.
6. THAT NORTH SOUTH GOVERNMENT ROAD ALLOWANCE ADJOINING THE WEST BOUNDARIES OF SECTIONS TWENTY-FIVE (25) AND THIRTY SIX (36) TOWNSHIP FIFTY (50) RANGE TWENTY-FOUR (24) WEST OF THE FOURTH MERIDIAN.

**APPENDIX "B"**

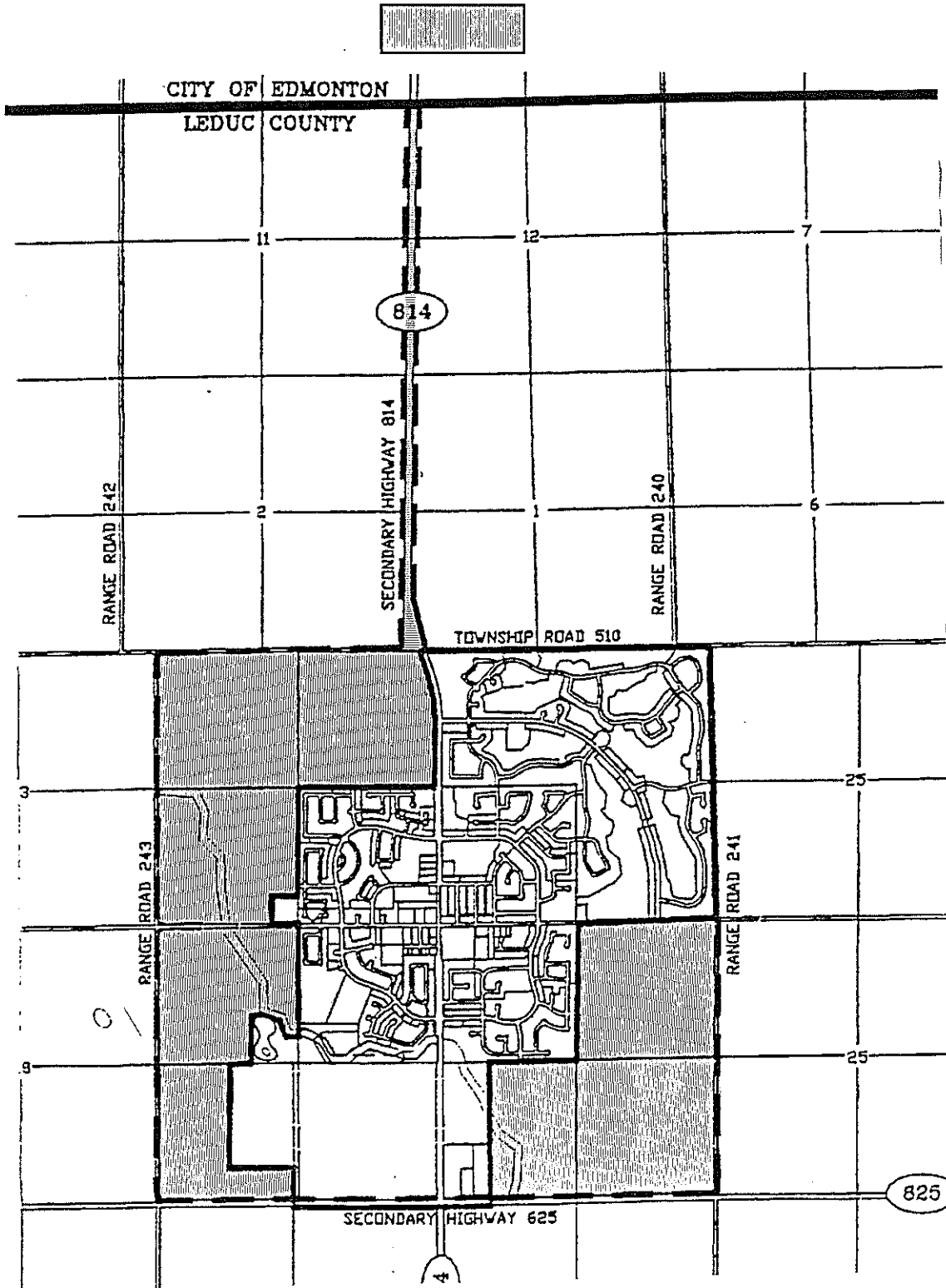
**DETAILED DESCRIPTION OF THE LANDS RECOMMENDED FOR SEPARATION  
FROM THE TOWN OF BEAUMONT AND ANNEXED TO LEDUC COUNTY**

1. THAT PORTION OF SECONDARY HIGHWAY 625 LOCATED WITHIN THE TOWN OF BEAUMONT.

APPENDIX "C"

A SKETCH SHOWING THE GENERAL LOCATION OF THE AREAS  
RECOMMENDED FOR ANNEXATION TO THE TOWN OF BEAUMONT

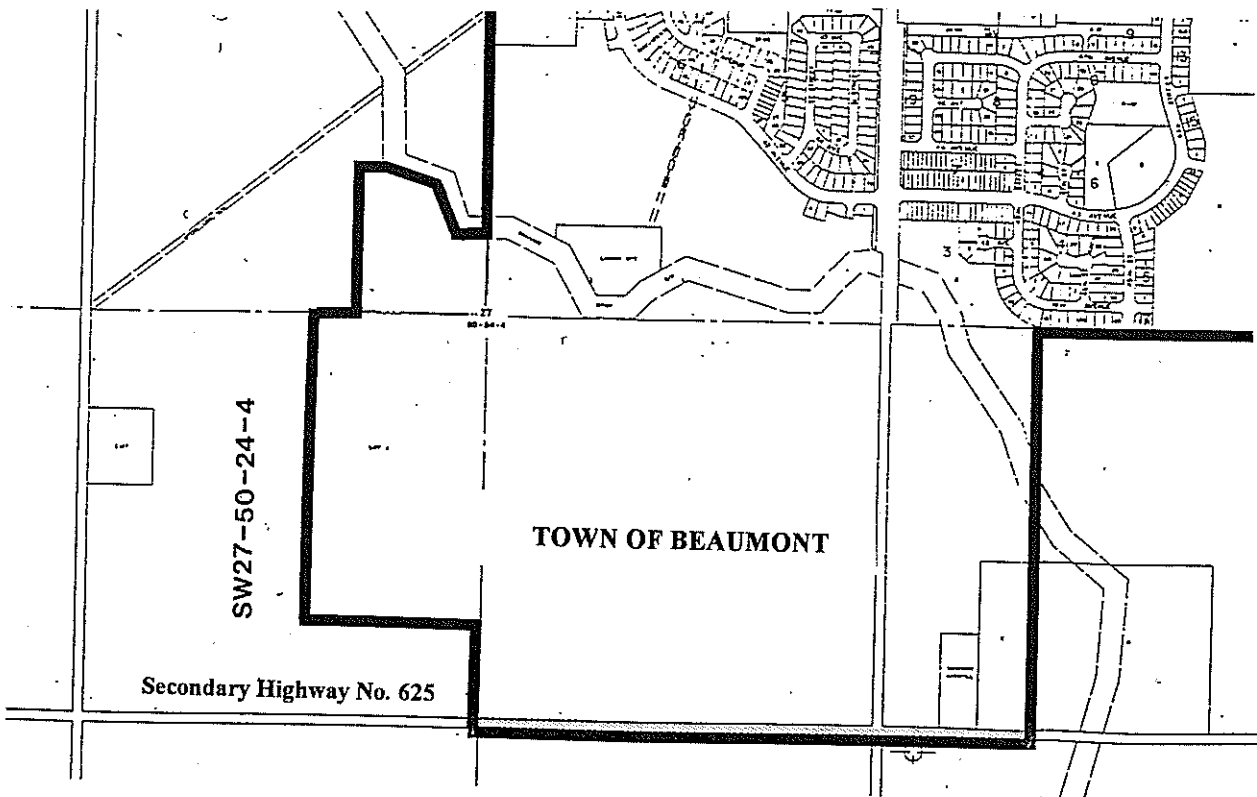
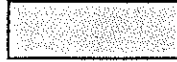
AFFECTED AREA(S)



**APPENDIX "D"**

**A SKETCH SHOWING THE GENERAL LOCATION OF THE AREAS  
RECOMMENDED FOR ANNEXATION TO LEDUC COUNTY**

**AFFECTED AREA(S)**



**LEDUC COUNTY**



**APPENDIX "E"**

**TOWN OF BEAUMONT - LEDUC COUNTY  
ANNEXATION AGREEMENT**

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## Annexation Agreement

This agreement is made between the Town of Beaumont (the Town) and the Leduc County (the County)

The parties agree:

- |   |   |   |
|---|---|---|
| Agreement to annexation                             | 1 | The County agrees to the annexation by the Town of approximately 1200 acres of land shown in the plan attached and marked as schedule 1, subject to <ol style="list-style-type: none"><li>(a) the terms of this agreement, and</li><li>(b) the enactment of an inter-municipal development plan by the County and the Town respecting the annexed land and related matters.</li></ol>   |
| Limitation on and trigger for additional annexation | 2 | The Town agrees not to apply to annex any additional land of the County <ol style="list-style-type: none"><li>(a) until the Town's population reaches at least 25000 (based on the most recent census on record with Alberta Municipal Affairs, or if that is not an up-to-date census, based on the records of some other agreed upon authority), or</li><li>(b) unless the Town and the County agree on an annexation of land for a particular purpose or as a result of special circumstances.</li></ol> |
| Agricultural land                                   | 3 | <ol style="list-style-type: none"><li>(1) The County will continue its policy of protecting good agricultural land and its good agricultural land practices.</li><li>(2) The Town will continue its policy and enforcement practices of preventing premature stripping of agricultural land through policy and through development agreement mechanisms.</li></ol>  |
| Weed control  | 4 | <ol style="list-style-type: none"><li>(1) Weed control is a concern to both municipalities.</li></ol>   |

Drainage

- (2) The Town and County are committed to consistent enforcement strategies for weed control, using the *Weed Control Act* as the minimum standard.
- 5(1) The Town and County will work co-operatively and collaboratively on drainage issues.
- (2) The Town and County agree to appoint and share equally in the cost of an independent and impartial expert within 2 years of the effective date of the annexation to
  - (a) study the drainage basin and measure the current drainage flows and characteristics into and out of the Town;
  - (b) recommend remedial measures and their timing in relation to development thresholds required to manage the increase and change in the character of drainage from the Town and the County (for example, canal improvements and field crossings); and
  - (c) recommend a fair contribution formula to share the costs of drainage works and maintenance from the Town north to the junction of the Irvine and other storm drainage exiting the Town.
- (3) The parties agree
  - (a) that the recommendation made by the technical expert will form the basis of a proactive living agreement to manage future potential drainage issues;
  - (b) to conclude an agreement based on the recommendations within 6 months of the date the recommendations are made;
  - (c) to appoint and share in the cost of such other independent and impartial experts as may, from time to time, be required with respect to drainage issues.
- (4) The County holds an easement on the LeBlanc Canal within the Town and, as in the past, the Town will obtain approval for improvements to the Canal, from the County, when improvements become necessary or desirable.

Funding drainage issues

- 6(1) The County and the Town agree to apply jointly for funding from the Province of Alberta for the base line study referred to in section 5(2), within 30 days of the effective date of this agreement, and further, that undertaking the base line study will be regarded as a priority, second only to the County's current application for drainage improvements on the Irvine Creek. In future years the Town and County will continue to seek funding from the Province of Alberta for drainage works for the LeBlanc Canal, and for any other mutually beneficial drainage projects.
- (2) Section 5 of this agreement, concerning drainage issues, is made in contemplation of funding being accessed from the Province of Alberta to assist in a drainage basin study. Assuming Alberta Environment funds the study to 75% of its cost, the Town and County agree to share the remaining cost of the study equally.
- (3) If Government funds are not provided within 2 years of the effective date of the annexation, the drainage basin study described in section 5(2) will proceed with costs shared equally by the Town and County. However, Government funding for the study will continue to be pursued.

Roads and related matters

- 7(1) The Town and County agree that
  - (a) the Town will take responsibility for
    - (i) Secondary Highway #814 between the boundary of the Town and the boundary of the City of Edmonton,
    - (ii) Range Road #241 between Secondary Highway #625 and Township Road #510, and
    - (iii) Range Road #243 between Secondary Highway #625 and Township Road #510, subject to the agreement relating to Range Road #243 attached to this agreement as Schedule 2;
  - (b) the County will take responsibility for Secondary Highway #625 that is presently within the Town boundary;
  - (c) the County will retain responsibility for Township Road

#510 between Range Road #243 and Range Road #241 and the Town agrees to make best efforts to prohibit construction traffic on that road unless the Town or a developer, or both, enters into a road use agreement with the County;

- (2) The Town will overlay Secondary Highway #814 in 1998 or as soon as possible after that.
- (3) The parties agree that
  - (a) the cost of maintaining, repairing, and replacing the signal lights at the intersection of Secondary Highway #625 and 50<sup>th</sup> Street will be shared equally by the Town and County;
  - (b) additional signal lights along Secondary Highway #625 will only be installed as needed, and not more frequently than at mile access points.
- (4) The County will upgrade Township Road #510, between Secondary Highway #814 and Range Road #243, at about the same time and to the same standard as Range Road #243 is upgraded.
- (5) The Town agrees to make best efforts to prohibit construction traffic on Range Road #243 between Secondary Highway #625 and Township Road #510
  - (a) until the Town takes responsibility for the road, or
  - (b) unless the Town, or the developer, or both, enter into a road use agreement with the County beforehand.
- (6) On Secondary Highways #625 and #814, each responsible municipality will provide appropriate directional signs, at the request of the other municipality, to aid the travelling public, subject to any rules on signage that the responsible municipality has in effect.

Effective date of  
annexation agreement

- 8 The parties agree the annexation to be recommended to the Minister of Municipal Affairs be made effective 1 January, 1999.

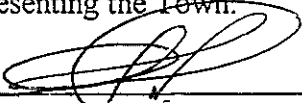
Effective date

9


This agreement takes effect on 1 January, 1999.

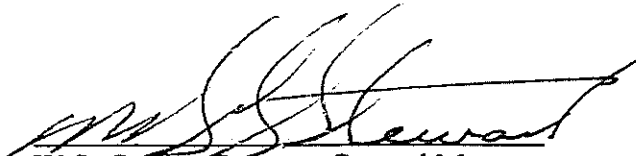
Dated at NISKU on 28<sup>th</sup> Sept, 1998.

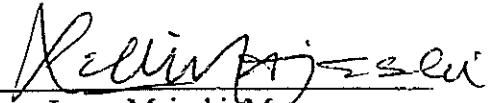
Representing the Town:

  
\_\_\_\_\_  
Camille Bérubé, Mayor

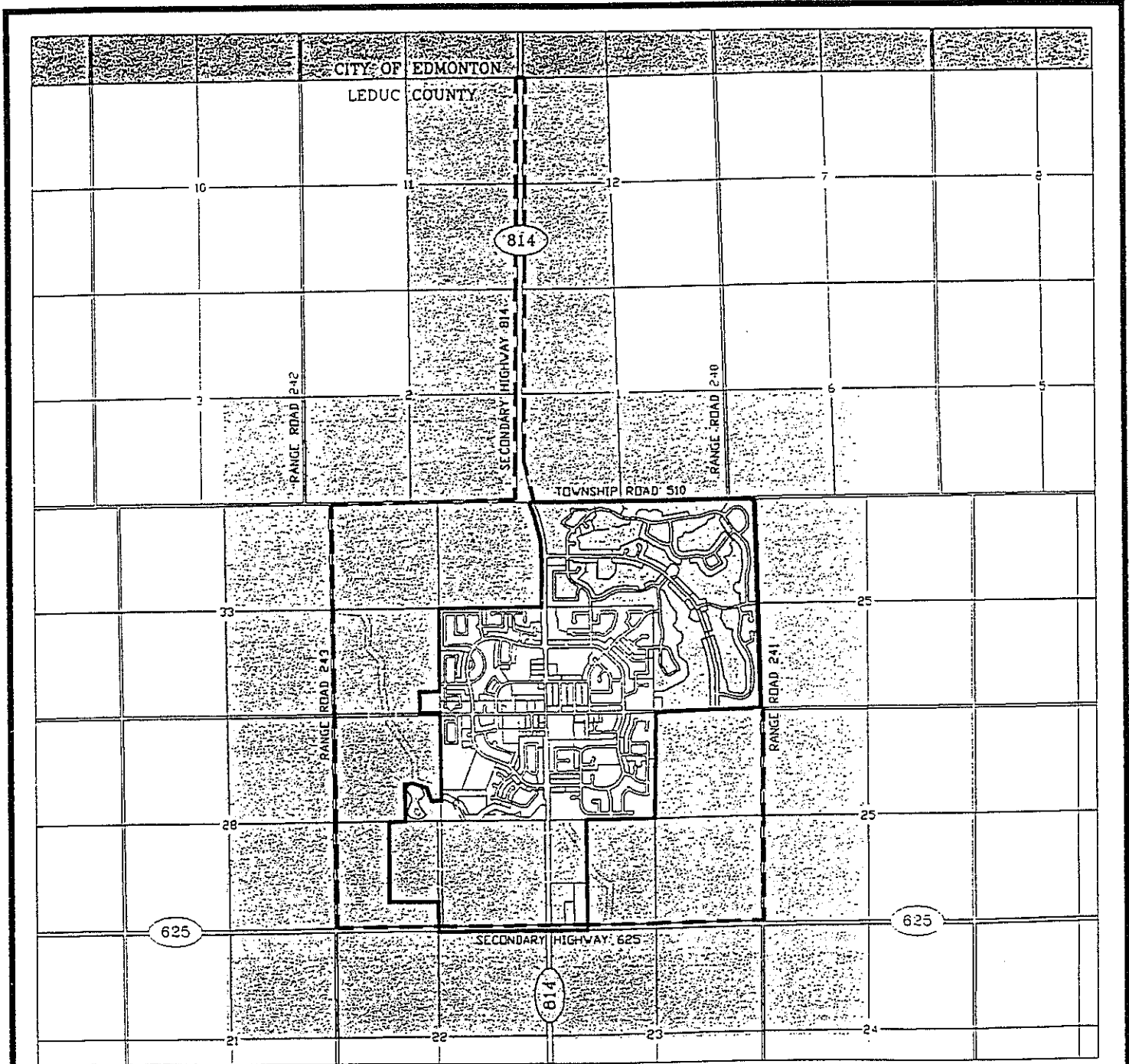
Representing the County:

  
\_\_\_\_\_  
Bill Cowan, Reeve

  
\_\_\_\_\_  
W.S. Gordon-Stewart, General Manager

  
\_\_\_\_\_  
Larry Majeski, Manager

Schedule 1



JOINT PLANNING AREA

ANNEXATION AREA

EXISTING TOWN LIMITS



## Schedule 2

### Agreement related to Range Road #243

- 1 The Town and County have agreed on the following arrangement for Range Road #243 between Secondary Highway #625 and Township Road #510.
  - (a) The County will rebuild Range Road #243 between Secondary Highway #625 and Township Road #510 within 10 years of the effective date of the annexation;
  - (b) The Town will pay the County a \$120,000 lump sum payment, indexed to the 1998 construction price index, for rebuilding Range Road #243 between Secondary Highway #625 and Township Road #510 upon development approvals being issued for 120 acres of land within the newly annexed areas, but not later than 10 years, whichever first occurs;
  - (c) notwithstanding clause 1(a) above, the County will, within 2 years of receiving the total funds, rebuild the subject road; and,
  - (d) the Town will assume responsibility for Range Road #243 between Secondary Highway #625 and Township Road #510 one year after the rebuilding of the road is complete (during the year the County will maintain the road).

SCHEDULE "A"

LANDOWNERS

DESCRIPTION OF LANDS

- |    |   |   |
|----|---|---|
| 1. | Elizabeth Royer Holdings Ltd.                           | S½ of NE¼ 26-50-24-W4th   |
| 2. | George Schedler as to 4/5 and Robert Schedler as to 1/5 | N½ of NE¼ 26-50-24-W4th   |
| 3. | Gerald Royer  | N½ and S½ of SE¼ 26-50-24-W4th  |
| 4. | Goudreau's Feed Service Ltd.                            | NW¼ 27-50-24-W4th   |
| 5. | Leon and Giselle Vallee                                 | <p>All that portion of the South West Quarter of Section Twenty Seven (27) Township Fifty (50) Range Twenty Four (24) West of the Fourth Meridian, described as follows: -commencing at a point on the West boundary of the said quarter section six hundred and forty four (644) feet South of the North West corner thereof; thence southerly along the said West boundary five hundred (500) feet; thence easterly and at right angles to the said West boundary four hundred and thirty five (435) feet; thence northerly and parallel to the said West boundary five hundred (500) feet; thence westerly and at right angles to the said West boundary to the point of commencement, containing 2.02 hectares more or less.</p>      |
| 6. | 588145 Alberta Ltd.                                     | <p>Meridian 4 Range 24 Township 50<br/>Section 27<br/>Quarter South West<br/>Covered and not covered by the waters of certain surveyd lakes as shown on a plan of survey of the said Township signed at Ottawa on the 25th day of June A.D. 1900, containing 64.7 hectares (160 acres) more or less.<br/>Excepting thereout: Hectares (acres) more or less<br/>A) all that portion described as follows:<br/>Commencing at a point on the west boundary of the said quarter section one hundred and ninety six and three tenths (196.3) metres south of the north west corner thereof; thence southerly along the said west boundary one hundred and fifty two and four tenths (152.4) metres; thence easterly and at right angles to</p> |

Range Twenty Four (24)  
And west of the fourth meridian  
Containing 29.2 hectares (72.30 acres) more or  
less  
Excepting thereout : 0.146 hectares (0.36 acres)  
more or less as shown on road plan 8322654

Excepting thereout all mines and minerals in all  
those portions of the above land containing  
0.539 hectares (1.33 acres) more or less  
formerly covered by the waters of lake as  
shown on a plan of survey of the said Township  
signed at Ottawa on the 25th day of June A.D.  
1900 together with the right to work the same  
as set forth in transfer 2329ED and also  
reserving thereout all mines and minerals out of  
the remainder

ATS Reference: 4;24;50;26;SW

the said west boundary one hundred and thirty two and six tenths (132.6) metres; thence northerly and parallel to the said west boundary one hundred and fifty two and four tenths (152.4) metres; thence westerly and at right angles to the said west boundary to the point of commencement, containing

	2.02	5.00
B) Plan 7921695-subdivision	24.2	59.8
C) Plan 8021108-road	0.809	2.00
D) Plan 8522273-road	0.557	1.38
E) Plan 9322042-subdivision	1.52	3.76

Excepting thereout all mines and minerals

7. Hector Dansereau

NE ¼ 34-50-24-W4th  
NW ¼ 34-50-24-W4th  
SW ¼ 34-50-24-W4th

8. Gordon Taylor

Plan 9322042  
Lot A  
Excepting thereout all mines and minerals  
Area 1.52 hectares (3.76 acres) more or less

9. Andy and Lorraine Martin

Filed Plan 1912E0  
Parcel (D)  
Containing thirty and fifty five hundredths  
(30.550 acres, more or less  
Excepting thereout: 0.371 hectares (0.92 acres)  
more or less, as shown on road plan 8322654

Reserving thereout all mines and minerals in all that portion of the above described parcel formerly covered by the waters of the lake as shown on a plan of survey of the said Township signed at Ottawa on the 25th day of June A.D. 1900, together with the right to work the same as set forth in transfer 2329ED and the right to work the same

ATS Reference: 4;24;50;26;SW

10. Teddy's Enterprises Ltd. as to 1/2  
David Aaron as to 2/10 B. Margolus  
Holdings as to 3/10

Filed Plan 1912E0  
All that portion of parcel (B) which lies within the south west quarter of section twenty six (26) Township Fifty (50)

Range Twenty Four (24)  
And west of the fourth meridian  
Containing 29.2 hectares (72.30 acres) more or  
less  
Excepting thereout : 0.146 hectares (0.36 acres)  
more or less as shown on road plan 8322654

Excepting thereout all mines and minerals in all  
those portions of the above land containing  
0.539 hectares (1.33 acres) more or less  
formerly covered by the waters of lake as  
shown on a plan of survey of the said Township  
signed at Ottawa on the 25th day of June A.D.  
1900 together with the right to work the same  
as set forth in transfer 2329ED and also  
reserving thereout all mines and minerals out of  
the remainder

ATS Reference: 4;24;50;26;SW

**APPENDIX "F"**

TOWN OF BEAUMONT BYLAW 485-98 AND

LEDUC COUNTY BYLAW 33-98

INTER-MUNICIPAL DEVELOPMENT PLAN

TOWN OF BEAUMONT By-Law Number 485/98

LEDUC COUNTY By-Law Number 33-98

A by-law of the Town of Beaumont and Leduc County, both in the Province of Alberta,  
for the purpose of adopting an Inter-Municipal Development Plan

WHEREAS, the Councils of the Town of Beaumont and the County of Leduc consider it to be in the public interest to adopt an Inter-Municipal Development Plan;

NOW THEREFORE, the Councils of the Town of Beaumont and Leduc County, duly assembled in open meeting, hereby enact as follows:

**A. PURPOSE**

This Plan is prepared in conjunction with the 1998 annexation agreement between the Town of Beaumont and Leduc County and in fulfillment of the *Municipal Government Act* requirements.

**B. PLAN OBJECTIVES**

1. This Plan is intended to establish land development controls and to facilitate inter-municipal communication in land development matters.
2. This Plan is not intended to prevent either municipality from making decisions on matters within its jurisdiction, except when specifically provided for in this Plan.
3. If there is a conflict between this Plan and any Statutory Plan or Outline Plan of either municipality, the provisions of this Plan prevail.

**C. APPLICATION OF PLAN**

This Plan applies to lands in both the Town of Beaumont and Leduc County, located within 0.8 km (0.5 miles) of each side of the new Town boundary established by the 1998 Annexation Agreement made by the municipalities.

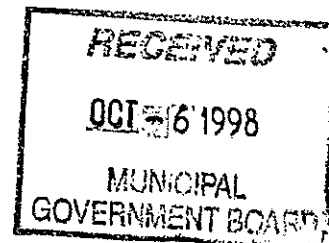
**D. INTERPRETATION**

Terms and words in this by-law, which are defined in the *Municipal Government Act*, have the same meaning as they have in the Act. Other terms and words, unless the context otherwise requires, are defined as follows:

*Act* means the *Municipal Government Act*, being Statutes of Alberta, 1994, Chapter M-26.1, as amended;

*Councils* mean the Councils of the Town of Beaumont and of Leduc County;

*County* means Leduc County;



*Municipalities* means Leduc County and the Town of Beaumont;

*Plan* means the Town of Beaumont and Leduc County Inter-Municipal Development Plan;

*Planning Area* means the lands subject to the effect of this Plan;

*Town* means the Town of Beaumont.

#### **E. REFERRAL OF DEVELOPMENT MATTERS**

1. The Municipalities intend to act responsibly in using their best efforts to notify the other of all significant development or activity in the Planning Area, and those outside the Planning Area, that could reasonably be expected to have an adverse material impact on the other, including any development or activity that would have an adverse impact in terms of
  - a) smoke;
  - b) smell;
  - c) noise;
  - d) aesthetics;and to co-ordinate, collaborate and consider any objections or suggestions about the potential development or activity.
2. The Municipalities agree to refer the following matters to each other for comment, as follows:
  - a) all applications, requests, authorizations or proposals to adopt, accept, or amend this Plan or any Municipal Development Plan, Area Structure Plan, Area Redevelopment Plan, Outline Plan and Land Use By-Law affecting the Planning Area;
  - b) all multi-parcel subdivision applications in the Planning Area;
  - c) all discretionary development permit applications except applications for permitted uses with discretionary variances and highway commercial applications in the Planning Area.
3. The above referrals must
  - a) occur when completed applications are received on the planning or development matters;
  - b) allow three weeks upon receipt by the other Municipality for response, unless a shorter or longer period is mutually agreed upon by the Municipalities in each case; and,
  - c) be by facsimile or personal delivery.

#### **F. LAND USE CONTROL**

1. The County agrees that on both sides of Secondary Highway 814 between the new Town boundary and the City of Edmonton to:
  - a) maintain an agricultural zoning of 0.8km (0.5mile) as set out in Schedule "A"; and,
  - b) under discretionary uses, not to approve any highway commercial development without the

Town's consent.

2. The County agrees to protect from development, a 50 meter right-of-way (25 meters more or less on each side of the centre line), on Secondary Highway 814 north of the Town to the City of Edmonton boundary, for future road widening.
3. The Town and County agree to protect from development a 50 meter right-of-way (25 meters more or less on each side of the centre line), on Secondary Highway 625 within their respective jurisdictions, for future road widening.
4. No new intensive livestock development shall be permitted in the Planning Area.

#### **G. CONTROLLED ACCESS TO SECONDARY HIGHWAYS 814 & 625**

The Parties agree that accesses to Secondary Highway 814 north of Township Road 510 and Secondary Highway 625 between Range Roads 241 and 243 will be limited as follows:

- a) property access is to be allowed in accordance with the County's Land Use By-Law restrictions for subdivision existing on the effective date of this by-law;
- b) future roadway accesses will be limited to ½ mile intervals;
- c) left turns from roadways will be restricted to one mile intervals when necessary to minimize accidents and facilitate traffic movements, unless alternative controls are appropriate and acceptable to the Municipality with authority over the particular road;
- d) future controls and traffic management policies on Secondary Highways 814 and 625 will be discussed between the Municipalities prior to implementation; and,
- e) notwithstanding the foregoing, new accesses will be allowed more frequently than the ½ mile interval to allow farmers to access their fields and to accommodate "first parcels out".

#### **H. PLAN ADMINISTRATION AND REVIEW**

1. An Inter-Municipal Liaison Committee is hereby established, comprised of:
  - a) 3 Councillors, as voting members, and one non-voting staff member appointed by the Town; and,
  - b) 3 Councillors, as voting members, and one non-voting staff member appointed by the County.
2. The quorum of the Committee is 4 Councillors who are Committee members, with not less than 2 Councillors present from each Municipality.
3. The position of Chair for each meeting shall alternate between the Municipalities.
4. The Committee is to be governed by such procedures and rules of conduct as the members of the Committee may establish; and, are to meet as often as necessary.

5. The Inter-Municipal Liaison Committee has the following functions:
  - a) to clarify the intent and interpretation of this Plan; and,
  - b) to review and comment on applications to amend this Plan and undertake such other matters as are referred to it by either Council.
6. The primary function of the Committee is to submit recommendations to the Councils, striving for consensus as much as possible.

**I. DISPUTE RESOLUTION PROCESS**

1. In case the Inter-Municipal Liaison Committee cannot reach consensus, the opposing views or alternative suggestions should be recorded for review by the Councils. If the Inter-Municipal Liaison Committee cannot resolve an issue, a Joint Council meeting will be held within 30 days.
2. An agreement reached at the Joint Council meeting and ratified by resolutions of the Councils of the Municipalities must be complied with by the Inter-Municipal Liaison Committee.
3. If the Councils cannot agree, either Municipality may request the Minister of Municipal Affairs to appoint a mediator acceptable to the Municipalities. The cost of the mediation services is to be shared equally between the Municipalities, irrespective of the mediation results.

**J. PLAN AMENDMENT AND REPEAL**

This Plan may be amended or repealed by joint by-laws of the Councils.

This by-law takes effect on the effective date of annexation of the lands being the subject of the 1998 Annexation Agreement between the Town and the County.

**TOWN OF BEAUMONT COUNCIL**

**LEDUC COUNTY COUNCIL**

Read a first time this 29<sup>th</sup> day of July, 1998.

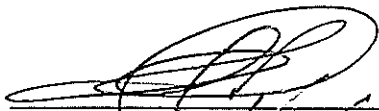
Read a first time this 28<sup>th</sup> day of July, 1998.

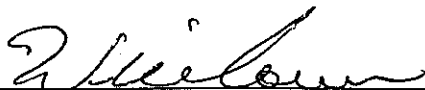
Read a second time this 23<sup>rd</sup> day of September, 1998.

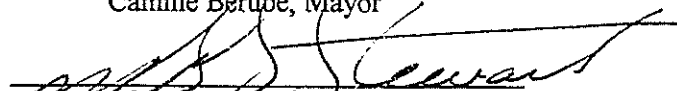
Read a second time this 22<sup>nd</sup> day of September, 1998.

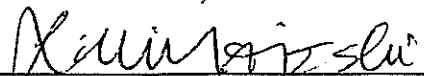
Read a third and final time this 23<sup>rd</sup> day of September, 1998.

Read a third and final time this 22<sup>nd</sup> day of September, 1998.

  
 \_\_\_\_\_  
 Camille Bérubé, Mayor

  
 \_\_\_\_\_  
 Bill Cowan, Reeve

  
 \_\_\_\_\_  
 W.S. Gordon Stewart, General Manager

  
 \_\_\_\_\_  
 Larry Majeski, Manager

PART I - TITLE AND MEANINGS

SECTION 1 TITLE

This bylaw may be referred to as THE LAND USE BYLAW of the County of Leduc No. 25 in the Province of Alberta.

SECTION 2 MEANINGS

(1) In this bylaw:

ACCESSORY BUILDING -

means a building which is separate from the principal building on the site where both are located and which the development officer decides is normally subordinate to, and the use of which is incidental to that of, the principal building.

ACCESSORY USE -

means a use of a building or land which the development officer decides is normally incidental to and subordinate to the principal use of the site on which it is located.

ACT -

means the PLANNING ACT, 1980 as amended, and the regulations pursuant thereto.

AIRPORT -

means an area of land or water designed to accommodate the arrival and departure of aircraft for which an airport license has been issued by the Federal Ministry of Transport.

AIRSTRIP -

means an area of land or water designed to accommodate the arrival or departure of aircraft for which an airport license has not been issued by the Federal Ministry of Transport.

ANIMAL UNIT -

means the definition found in the Confinement Livestock Facilities Waste Management Code of Practice produced by Alberta Environment and Alberta Agriculture, September 1982.

AREA REDEVELOPMENT PLAN -

means a plan accepted or adopted by Council as an area redevelopment plan pursuant to the Planning Act, 1980.

AREA STRUCTURE PLAN -

means a plan accepted or adopted by Council as an area structure plan pursuant to the Planning Act, 1980.

## BOARD -

see DEVELOPMENT APPEAL BOARD.

## BOARDING FACILITIES -

means a use consisting of sleeping facilities which may be in addition to the family accommodation and where cooking and/or sanitary facilities are not developed in addition to those which are in the dwelling unit containing the boarding facilities.

## BUILDING -

includes any structure, erection, stockpile, sign or fixture, that may be built or placed on land.

## BUILDING HEIGHT -

means the vertical distance between grade and the highest point of a building; excluding an elevator housing, a mechanical housing, a roof stairway entrance, a ventilating fan, a skylight, a steeple, a chimney, a smoke stack, a fire wall, a parapet wall, a flagpole or similar device not structurally essential to the building.

## COUNCIL -

means the Council of the County of Leduc No. 25.

## DEVELOPABLE AREA -

means an area where the groundwater table under the surface of the land is no less than seven feet below surface land.

## DEVELOPER -

means an owner, agent or any person, firm or company required to obtain or having obtained a development permit.

## DEVELOPMENT -

means development as defined in the Act, and includes the following:

- (i) the carrying out of any construction or excavation, or other operations, in, on, over or under land, or the making of any change in the use or the intensity of use of any land, buildings or premises, and, without restricting the generality of the foregoing, includes the removal of topsoil. For the purposes of this bylaw development also means the demolition of a building;
- (ii) in a building or on a site used for dwelling purposes, any increase in the number of families occupying and living in the building or on the site, and any alteration or additions which provide for an increase in the number of dwelling units within the building or on the site;

- (iii) the placing of refuse or waste material on any land, including the placement of material or fill which has the effect of changing the topography and/or natural drainage pattern;
- (iv) the resumption of the use to which land or buildings have been previously put;
- (v) the use of the land for the storage or repair of motor vehicles or other machinery or equipment;
- (vi) the continued use of land or of a building for any purpose for which it is being used unlawfully when this bylaw comes into effect;
- (vii) the more frequent or intensive use of land for the parking of trailers, bunk houses, portable dwellings, skid shacks or any other type of portable building whatsoever whether or not the same has been placed or affixed to the land in any way;
- (viii) and includes the erection of signs,

**DEVELOPMENT APPEAL BOARD -**

means the Development Appeal Board appointed pursuant to the Planning Act, 1980 or Council where it is the Development Appeal Board pursuant to the relevant section.

**DEVELOPMENT OFFICER -**

means the official or officials of the municipality with the responsibility of receiving, considering and deciding on applications for development under this Land Use bylaw.

**DEVELOPMENT PERMIT -**

means a certificate or document permitting a specified development and includes, where applicable, a plan or drawing or a set of plans or drawings, specifications or other documents. This permit is separate and distinct from a building permit.

**DISCONTINUED -**

means the time at which, in the opinion of the Development Officer, substantial construction activity or a non-conforming use, or conforming use which has ceased.

**DISCRETIONARY USE -**

means a use of land or buildings provided for in the District Schedules of this bylaw, for which a development permit may be issued with or without conditions.

DWELLING -

means any building used principally for human habitation and which is supported on a permanent foundation extending below ground level and includes multiple dwellings, apartments, horizontal multiple dwellings, but does not include mobile homes.

DWELLING UNIT -

means a self-contained living premises with cooking, eating, living, sleeping and sanitary facilities for domestic use of one or more individuals.

EASEMENT -

means a right to use land, generally for access to other property or as a right-of-way for a public utility.

EXTENSIVE LIVESTOCK OPERATION -

means any livestock confinement facility capable of confining, rearing or feeding more than 200 animal units in an enclosure where the space per animal is more than 370 m<sup>2</sup> (4,000 sq. ft.).

EXTRACTIVE RESOURCE DEVELOPMENT -

means development for the on-site removal, extraction and primary processing of raw materials found on or under the site, or accessible from the site. Typical uses include gravel pits, sandpits, clay pits, oil and gas wells, coal-mining and shipping of topsoil. This use does not include the processing of raw materials transported to the site.

FAMILY -

means a single person occupying a dwelling unit; or two or more persons related by heredity, marriage, a common-law relationship or adoption who together are occupying a dwelling unit; or not more than five unrelated persons occupying a dwelling unit as a single housekeeping unit.

FENCE -

means a vertical physical barrier constructed to prevent visual intrusion, sound abatement, or unauthorized access.

FLOOR AREA -

means the greatest horizontal area of a building above grade within the outside surface of exterior walls and the centre line of fire walls but not including the floor areas of basements, attached garages, sheds, open porches or breezeways.

FOUNDATION -

means the lower portion of a building usually concrete or masonry and includes the footings, which transfer the weight of and loads on a building to the ground.

FRONT YARD -  
see YARD, FRONT.

FRONTAGE -  
means the length of a street boundary measured along the front lot line. On double fronting lots all sides of a lot adjacent to streets shall be considered frontage.

GARAGE -  
means an accessory building or part of the principal building, designed and used primarily for the storage of motor vehicles.

GENERAL MUNICIPAL PLAN -  
means the plan adopted by Council as a General Municipal Plan.

GROSS LEASABLE AREA -  
means the total floor area of the building contained within the outside surface of the exterior and basement walls and includes enclosed and heated malls but excludes mechanical and utility rooms, public washrooms, stairwells and elevators.

HIGHWAY COMMERCIAL -  
means a use intended primarily for the travelling public and which is located on a site adjacent to a major route designated as a public highway pursuant to the Public Highway Development Act.

HOME OCCUPATIONS - ACCESSORY USE -  
means an occupation carried on within a dwelling unit or accessory buildings and which is not visible or noticeable in any manner from outside the dwelling. Such occupation is secondary to the residential occupancy and does not change the character thereof.

INTENSIVE AGRICULTURAL OPERATION -  
means an agricultural pursuit on a land intensive bases and generally may include greenhouses, market gardens, tree nurseries and specialty crops.

INTENSIVE LIVESTOCK OPERATION -  
means any livestock confinement facility capable of confining, rearing or feeding more than 200 animal units in an enclosure where the space per animal is less than 370 m<sup>2</sup> (4,000 sq. ft.).

INTERIOR SITE -  
see SITE, INTERIOR.

## KENNEL -

means accommodation for the boarding and/or breeding of small animals and uses associated with the care thereof.

## LANDSCAPING -

means to preserve or change the natural features of a site by adding lawns, trees, shrubs, ornamental plantings, fencing, walks, driveways or other structures and materials as used in modern landscape architecture.

## LANE -

means a public thoroughfare for vehicles, the right-of-way of which does not exceed 10 m (30 ft.) and is not less than 6 m (18 ft.) in width, and which provides a secondary means of access to a parcel or parcels as defined as an alley in the Highway Traffic Act, 1975.

## LOCAL IMPROVEMENTS -

means any works as may be considered to be Local Improvements in the Municipal Taxation Act as amended or any works as may be included in a Development Agreement between the Applicant and the Municipality.

## LOT -

means

- (a) a quarter section,
- (b) a river lot shown on an official plan referred to in Section 32 of the Surveys Act that is filed or lodged in a land titles office,
- (c) a settlement lot shown on an official plan referred to in Section 32 of the Surveys Act that is filed or lodged in a land titles office,
- (d) a part of a parcel described in a certificate of title if the boundaries of the part are described in the certificate of title other than by reference to a legal subdivision, or
- (e) a part of a parcel described in a certificate of title if the boundaries of the part are described in the certificate of title by reference to a plan of subdivision.

## MINOR -

means, where added as a prefix to a permitted or discretionary use, a use which due to its nature or relatively small size will, at the discretion of the Development Officer have a limited impact on surrounding uses, or which is intended to serve a small or local rather than a major or municipal area.

MOBILE HOME -

means a transportable single family dwelling unit suitable for permanent occupancy designed to be transported on wheels, and upon arrival at the site at which it is to be located is, apart from incidental operations such as placement on foundation supports and connection to utilities, ready for occupancy.

MODULAR HOME -

means a completed modular unit described as a prefabricated or factory built frame or shell which comprises the wall or siding of a proposed dwelling. More specifically, a modular unit represents only a section of the dwelling and units may be stacked side-by-side or vertically, and completed to form one complete dwelling unit for year-round occupancy.

MULTI-FAMILY DWELLING -

means a dwelling containing two or more dwelling units.

MULTIPLE PARCEL COUNTRY RESIDENTIAL -

means three or more country residential parcels which are served by an internal public roadway.

MUNICIPALITY -

means the County of Leduc No. 25.

NON-CONFORMING BUILDING -

means a building

- (i) that is lawfully constructed or lawfully under construction at the date that a Land Use Bylaw or any amendment thereof affecting the building or land on which the building is situated becomes effective, and
- (ii) that on the date the Land Use Bylaw or any amendment thereof becomes effective does not, or when constructed will not, comply with the Land Use Bylaw.

NON-CONFORMING USE -

means a lawful specific use

- (i) being made of land or a building or intended to be made of a building lawfully under construction, at the date a Land Use Bylaw or any amendment thereof affecting the land or building becomes effective, and
- (ii) that on the date the Land Use Bylaw or any amendment thereof becomes effective does not, or in the case of a building under construction will not, comply with the Land Use Bylaw.

OCCUPANCY -

means the use or intended use of a building or part thereof for the shelter or support of persons or property.

PARCEL -

means the aggregate of the one or more areas of land described in a Certificate of Title or described in a Certificate of Title by reference to a plan filed or registered in a Land Titles Office.

PARKING STALL -

means a space set aside for the parking of one vehicle.

PERMITTED USE -

means the use of land or a building provided for in the District Schedules of this bylaw for which a development permit shall be issued with or without conditions upon an application having been made which conforms to the Land Use Bylaw.

PRINCIPAL BUILDING -

means a building which, in the opinion of the Development Officer:

- (i) occupies the major or central portion of a site;
- (ii) is the chief or main building among one or more buildings on the site, or
- (iii) constitutes by reason of its use the primary purpose for which the site is used.

There shall be no more than one principal building on each site unless specifically permitted otherwise in this bylaw.

PRINCIPAL USE -

means the primary purpose in the opinion of the Development Officer for which a building or site is used. There shall be no more than one principal use on each site unless specifically permitted otherwise in this bylaw.

REAR YARD -

see YARD, REAR.

REGIONAL PLAN -

means the Regional Plan or Ministerial Regional Plan required by the Act.

RESIDENCE -  
see Dwelling.

SERVICE STATION -  
means a parcel or the portion thereof used or intended to be used for any of the following: the servicing or repairing of motor vehicles, the sale of gasoline, the sale of lubricating oils and other automotive fluids and accessories for motor vehicles, and a towing service dispatch point.

SETBACK -  
means the perpendicular distance as measured between that part of a building nearest to the front, side or rear property line of the building site.

SHORT FORM -  
means an abbreviation.

SIGN -  
means an object or device intended for the purpose of advertising or calling attention to any person, matter, thing or event.

SINGLE FAMILY RESIDENCE -  
means a self-contained living premise with cooking, eating, living, sleeping and sanitary facilities for domestic use of one or more individuals but does not include multiple dwellings, apartments, or duplexes.

SITE -  
means one or more lots or parcels for which an application for a development permit is being made, and may include streets, lanes, walkways and any other land surface upon which development is proposed.

SITE AREA -  
means the total area of a site.

SITE BOUNDARIES -  
means those boundaries which bound the site as determined by the Development Officer.

STRUCTURE -  
means anything constructed or erected on the ground, or attached to something on the ground and includes all buildings.

TEMPORARY BUILDING -  
means a structure that has been permitted to exist for a limited time only.

USE -  
means a use of land or a building as determined by the Development Officer and/or Council.

UTILITY -  
means the components of a sewage, stormwater or solid waste disposal system or a telecommunication, electrical power, water, gas or oil distribution system.

UTILITY BUILDING -  
means a building in which the proprietor of a utility company maintains his office or offices and/or maintains or houses any equipment used in connection with the utility.

YARD -  
means a required open space unoccupied and unobstructed by any structure or portion of a structure above the general ground level of the graded lot, unless otherwise permitted in this bylaw.

YARD, FRONT -  
means that portion of the site extending across the full width of the site from the front property boundary of the site to the nearest portion of the exterior wall of the building and shall be measured at right angles to the front property boundary.

YARD, REAR -  
means that portion of the site extending across the full width of the site from the rear property boundary of the site to the nearest portion of exterior wall of the building and shall be measured at right angles to the rear property line.

YARD, SIDE -  
means that portion of the site extending from the front yard to the rear yard and lying between the side property boundary of the site and the nearest portion of the exterior wall of the building or exterior chimney wall where one exists and shall be measured at right angles to the side property boundary.

(2) Notwithstanding the meanings above, the Planning Act, 1980 takes precedence in a case of dispute on the meanings of all words or clauses.

**APPENDIX "G"**

AGREEMENT BETWEEN THE TOWN OF BEAUMONT  
AND  
THE OWNERS OF LAND IN THE ANNEXATION AREA

AGREEMENT

BETWEEN:

THE TOWN OF BEAUMONT  
(hereinafter called "the Town")

- and -

THE LANDOWNERS (being those landowners  
listed in Schedule "A" to this Agreement)

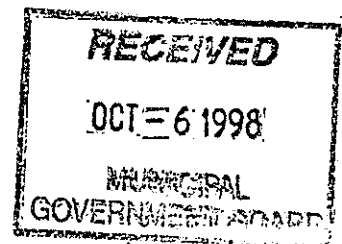
WHEREAS the Landowners are the owners of certain lands in the County of Leduc as set out in Schedule "A" to this Agreement.

AND WHEREAS the landowners have requested the Town to take the necessary steps to have their lands annexed to and included within the boundaries of the Town;

AND WHEREAS the Town entered into negotiations with the County of Leduc and has reached agreement with the County of Leduc with respect to the annexation of the Landowners' lands to the Town;

AND WHEREAS the Town has and will incur certain costs related to the annexation process including, but not restricted to certain costs arising as a result of agreements entered into with the County of Leduc to facilitate the annexation.

NOW THEREFORE IN CONSIDERATION OF the Town taking the necessary steps to permit the annexation of the Landowners' lands to the Town, the parties hereby agree as follows:



ARTICLE 1. Costs of Reconstruction of Range Road 243 Between Secondary Highway 625 and Township Road

- 1.1 The Landowners hereby agree that they will pay to the Town, the sum of money that the Town has agreed to pay to the County for the purpose of rebuilding a portion of Range Road 243, as set out in Schedule 2 to the Annexation Agreement between the Town of Beaumont and the County of Leduc;
- 1.2 The parties acknowledge and agree that the Town is obliged to pay to the County \$120,000.00, together with the increase in the construction price index for each year after 1998 that the funds remain outstanding, and that such funds shall be paid upon development approvals being issued for 120 acres of land within the annexed area, or in 10 years, whichever occurs earlier;
- 1.3 The sums shall be paid, at the option of a Landowner, either;
  - 1.3.1 Upon annexation of the lands shown outlined in Schedule B to this Agreement (the "annexed lands"), in accordance with Article 1.4 of this Agreement, or,
  - 1.3.2 In annual instalments and upon development of any portion of the annexed lands, as set out in Article 1.5 of this Agreement, or,
  - 1.3.3 Upon the execution of a Development Agreement with respect to that Landowner's land, in accordance with Article 1.6.

1.4 In the event that a landowner elects to pay forthwith upon annexation of the lands, that landowner shall pay a sum equal to \$108 per acre of annexed lands owned by the landowner;

1.5 In the event that a Landowner elects to pay pursuant to Article 1.3.2, the Landowner shall pay an annual sum to the Town being the greater of:

1.5.1 A sum equal to 1/10 of the outstanding amount owed by that Landowner (which is calculated at the rate of \$108 per acre times the number of acres of land owned in the annexed lands by the Landowner), together with an additional amount equal to the increase in the construction price index for the previous 12 month period, or

1.5.2 \$1,000.00, to be shared equally between those landowners who have elected to pay pursuant to Article 1.3.2, for each acre of land for which development approvals have been issued within the annexation area in the previous 12 months, such sum not to exceed \$108.00 per acre of annexed lands owned by the Landowner together with the increase in the construction price index from 1998 to the date of payment in full.

such payments to commence on the 31 day of December, 1999.

1.6 In the event that a Landowner elects to pay upon execution of a Development Agreement with respect to that Landowner's lands, that Landowner shall pay a sum equal to \$2,000.00 for each acre of land included in such Development Agreement, such sum not to exceed \$108.00 per acre of annexed lands owned by the Landowner together

with the increase in the construction price index from 1998 to the date of payment in full.

- 1.7 It is further understood and agreed that all the sums due and owing by Landowners who elect to pay pursuant to Article 1.3.2 or 1.3.3 shall be paid in full, including any additional amounts owing by reason of the increase in the construction price index, not later than the issuance of development approvals for 120 acres of land within the annexed lands, or December 31, 2008, whichever occurs earlier.

ARTICLE 2.        Costs of Annexation

- 2.1 The parties acknowledge that the landowners have agreed to pay a portion of costs arising from the annexation relating to the upgrading, maintenance and repair of certain roads, and the Leblanc Canal.
- 2.2 The parties further acknowledge that the annual cost described in Article 2.1 attributable to the annexed lands is \$31,700.00;
- 2.3 The parties agree that the costs shall be paid annually on or before the 1st day of July, commencing on July 1, 1999, based on the following formula:

$$\frac{\text{Annual cost per acre} = \$31,700.00 - (75\% \times \text{municipal taxes from annexed area})}{1,117.79 \text{ acres}}$$

Where "municipal taxes from annexed area" equals annual taxes paid with respect to the annexed lands for municipal purposes.

- 2.4 In the event that annexation is effective prior to December 31, 1998, for the year 1998, the annual cost per acre will be prorated.
- 2.5 The costs per acre shall be recalculated annually for the purpose of determining the annual costs to be paid by the landowners, and shall be paid annually until 75% of the municipal taxes from the annexed lands on an on-going basis is equal to \$31,700.00.
- 2.6 In addition to the costs specified in Article 2.2, the parties acknowledge and agree that the Town has or will incur certain costs related to the annexation process including the following:
- 2.6.1 mediation costs in an estimated amount of \$7,000.00;
  - 2.6.2 legal costs in an estimated amount of \$5,000.00;
  - 2.6.3 Municipal Government Board fees for an uncontested application in an estimated amount of \$1,000.00.
- 2.7 The parties agree that the landowners shall pay the costs described in Article 2.6 upon the annexation of the lands, in an amount not more than \$11.63 per acre for each acre of annexed lands owned by the landowners.

ARTICLE 3.        Charge Against the Land

- 3.1     The landowners agree that the sums set out in Article 1 and 2 above constitute a debt due and owing to the Town and payable in accordance with the terms of this Agreement;
  
- 3.2     To secure payment of sums due and owing, each of the landowners who is a party to this Agreement hereby charges his or her lands with the obligations hereunder, it being understood and agreed that in the event of default by a landowner in payment of any sums the Town may take such steps as may be permitted by law against the lands so charged to recover the outstanding sums;
  
- 3.3     It is further acknowledged and agreed that the Town may file a caveat against each of the landowners' lands evidencing its charge against the said lands;
  
- 3.4     It is further acknowledged and agreed that the charge granted hereunder is in addition to and not in substitution of any remedy the Town may have to enforce recovery of any outstanding sums, nor is the Town obliged to take any remedy pursuant to the said charge, nor is the Town restricted to any such remedy.
  
- 3.5     It is further acknowledged and agreed that the Town will be seeking as one of the conditions included in the order of the Minister pursuant to Section 127 of the *Municipal Government Act*, a provision that allows the Town to add to the tax rolls of the annexed lands any amounts that are required to be paid by the landowners pursuant to Articles 1 and 2, that are not paid as required by the said Articles.

ARTICLE 4.        Conditions Precedent

4.1     The parties acknowledge and agree that this Agreement is subject to and conditional upon the successful annexation of the Landowners' lands to the Town, and further acknowledge and agree that such annexation is subject to the provisions of the *Municipal Government Act*, including but not restricted to approval by the Minister of Municipal Affairs, and a public approval process.

ARTICLE 5.        Execution in Counterpart

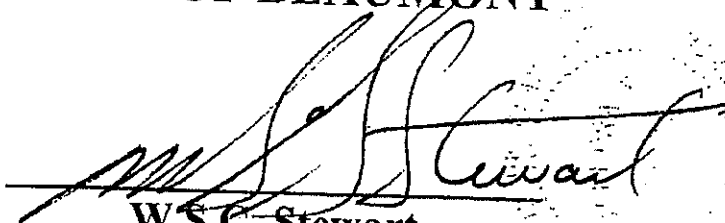
5.1     This Agreement may be executed in any number of counterparts by any one of more of the parties.

5.2     Each executed counterpart shall be deemed to be original and such counterparts shall together constitute one Agreement.

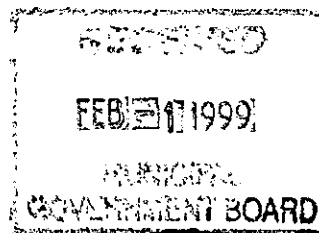
WHEREFORE this Agreement is executed by the respective parties, and is effective as and from the date of execution by the Town.

Conditions herein agreed to by the Town of Beaumont,  
this 29 day of January, 1999.

**TOWN OF BEAUMONT**



**W.S.G. Stewart  
General Manager**



SCHEDULE "A"

LANDOWNERS

DESCRIPTION OF LANDS

- |    |   |   |
|----|---|---|
| 1. | Elizabeth Royer Holdings Ltd.                           | S½ of NE¼ 26-50-24-W4th   |
| 2. | George Schedler as to 4/5 and Robert Schedler as to 1/5 | N½ of NE¼ 26-50-24-W4th   |
| 3. | Gerald Royer  | N½ and S½ of SE¼ 26-50-24-W4th  |
| 4. | Goudreau's Feed Service Ltd.                            | NW¼ 27-50-24-W4th   |
| 5. | Leon and Giselle Vallee                                 | <p>All that portion of the South West Quarter of Section Twenty Seven (27) Township Fifty (50) Range Twenty Four (24) West of the Fourth Meridian, described as follows: -commencing at a point on the West boundary of the said quarter section six hundred and forty four (644) feet South of the North West corner thereof; thence southerly along the said West boundary five hundred (500) feet; thence easterly and at right angles to the said West boundary four hundred and thirty five (435) feet; thence northerly and parallel to the said West boundary five hundred (500) feet; thence westerly and at right angles to the said West boundary to the point of commencement, containing 2.02 hectares more or less.</p>      |
| 6. | 588145 Alberta Ltd.                                     | <p>Meridian 4 Range 24 Township 50<br/>Section 27<br/>Quarter South West<br/>Covered and not covered by the waters of certain surveyd lakes as shown on a plan of survey of the said Township signed at Ottawa on the 25th day of June A.D. 1900, containing 64.7 hectares (160 acres) more or less.<br/>Excepting thereout: Hectares (acres) more or less<br/>A) all that portion described as follows:<br/>Commencing at a point on the west boundary of the said quarter section one hundred and ninety six and three tenths (196.3) metres south of the north west corner thereof; thence southerly along the said west boundary one hundred and fifty two and four tenths (152.4) metres; thence easterly and at right angles to</p> |

the said west boundary one hundred and thirty two and six tenths (132.6) metres; thence northerly and parallel to the said west boundary one hundred and fifty two and four tenths (152.4) metres; thence westerly and at right angles to the said west boundary to the point of commencement, containing

	2.02	5.00
B) Plan 7921695-subdivision	24.2	59.8
C) Plan 8021108-road	0.809	2.00
D) Plan 8522273-road	0.557	1.38
E) Plan 9322042-subdivision	1.52	3.76

Excepting thereout all mines and minerals

7. Hector Dansereau

NE ¼ 34-50-24-W4th  
NW ¼ 34-50-24-W4th  
SW ¼ 34-50-24-W4th

8. Gordon Taylor

Plan 9322042  
Lot A  
Excepting thereout all mines and minerals  
Area 1.52 hectares (3.76 acres) more or less

9. Andy and Lorraine Martin

Filed Plan 1912E0  
Parcel (D)  
Containing thirty and fifty five hundredths (30.550 acres, more or less)  
Excepting thereout: 0.371 hectares (0.92 acres) more or less, as shown on road plan 8322654

Reserving thereout all mines and minerals in all that portion of the above described parcel formerly covered by the waters of the lake as shown on a plan of survey of the said Township signed at Ottawa on the 25th day of June A.D. 1900, together with the right to work the same as set forth in transfer 2329ED and the right to work the same

ATS Reference: 4;24;50;26;SW

10. Teddy's Enterprises Ltd. as to 1/2  
David Aaron as to 2/10 B. Margolus  
Holdings as to 3/10

Filed Plan 1912E0  
All that portion of parcel (B) which lies within the south west quarter of section twenty six (26) Township Fifty (50)

Range Twenty Four (24)

And west of the fourth meridian

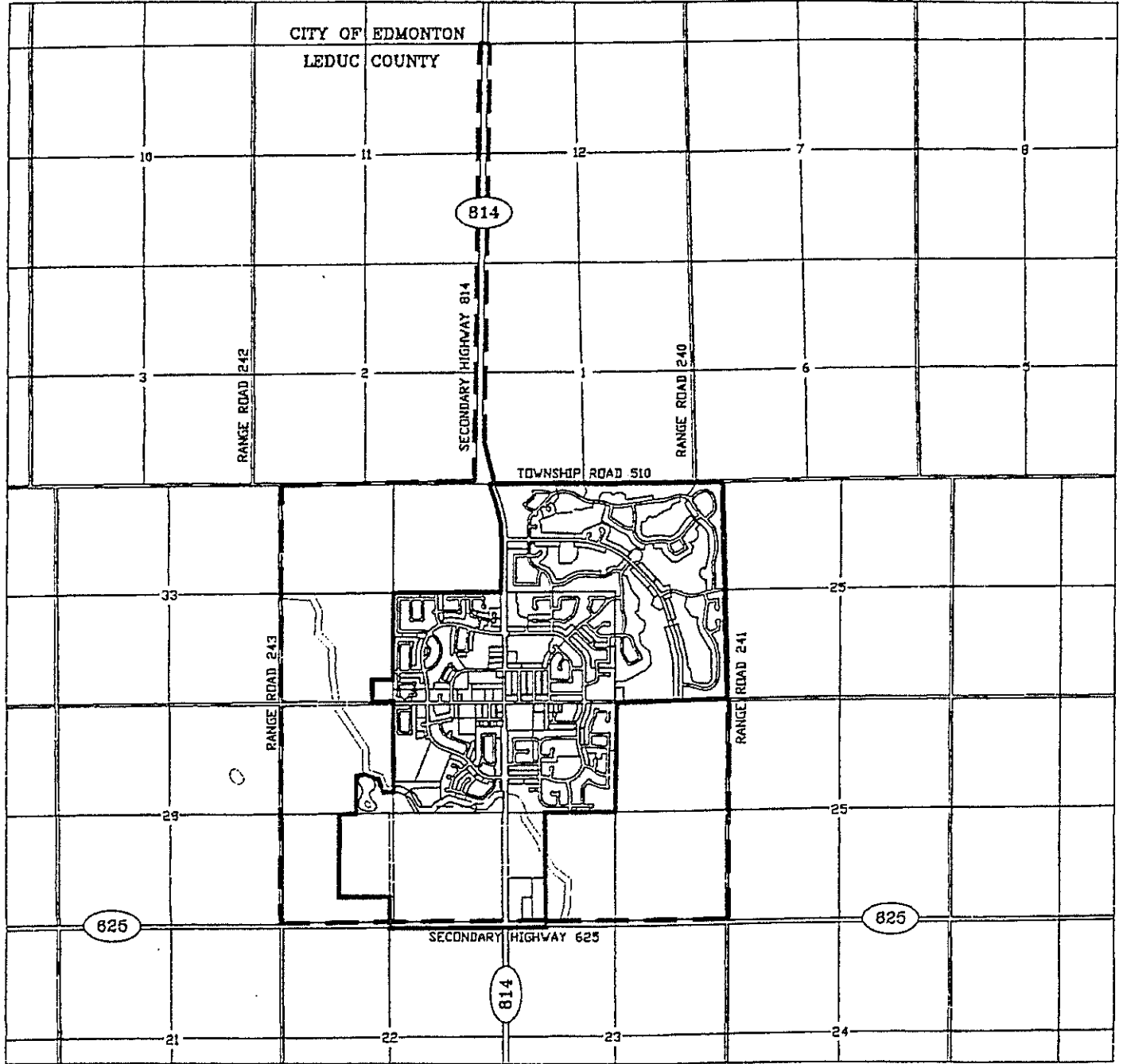
Containing 29.2 hectares (72.30 acres) more or less

Excepting thereout : 0.146 hectares (0.36 acres) more or less as shown on road plan 8322654

Excepting thereout all mines and minerals in all those portions of the above land containing 0.539 hectares (1.33 acres) more or less formerly covered by the waters of lake as shown on a plan of survey of the said Township signed at Ottawa on the 25th day of June A.D. 1900 together with the right to work the same as set forth in transfer 2329ED and also reserving thereout all mines and minerals out of the remainder

ATS Reference: 4;24;50;26;SW

SCHEDULE "B"



————— EXISTING TOWN AREA  
- - - - - ANNEXATION AREA



Andy/Lorraine Martin  
R.R. #1  
SOUTH EDMONTON, Alberta  
T6H 4N6

Beaumont Land Corporation  
c/o Saul Reichert  
26 Riverside Crescent  
EDMONTON, Alberta T5N 3M5

Elizabeth Royer Holdings Ltd.  
c/o Roger Royer  
21 Coloniale Way  
BEAUMONT, Alberta T4X 1L4

Gerald Royer  
Box 3014  
BEAUMONT, Alberta  
T4X 1K8

Goudreau's Feed Service Ltd.  
R.R. #2  
LEDUC, Alberta  
T9E 2X2

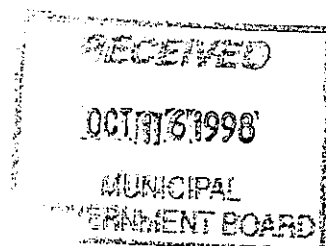
Ken Taylor  
9511 Ottewell Road  
EDMONTON, Alberta  
T6B 2E3

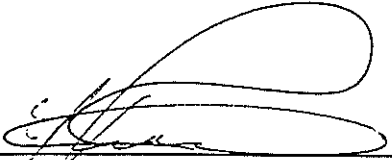
Hector Dansereau  
Box 393  
TURNER VALLEY, Alberta  
T0L 2A0

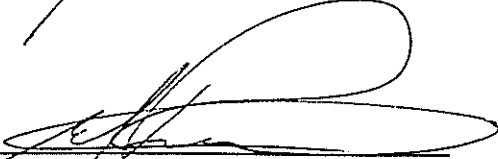
Leon/Gisele Vallee  
R.R. #2  
LEDUC, Alberta T9E 2X2

George Schedler  
Box 3006  
BEAUMONT, Ab T4X 1K8

Bob Schedler  
4806 - 59 Street  
BEAUMONT, Ab T4X 1C2



  
WITNESS

  
WITNESS

  
ANDY MARTIN

  
LORRAINE MARTIN

**RECEIVED**  
**OCT 17 6 1998**  
**MUNICIPAL**  
**GOVERNMENT BOARD**

ELIZABETH ROYER HOLDINGS LTD.

Per: *Elizabeth Royer* (c/s)

**RECEIVED**  
**OCT 16 1998**  
**MUNICIPAL**  
**GOVERNMENT BOARD**

588145 ALBERTA LTD.

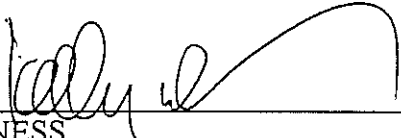
Per: *J. J. Taylor* (c/s)

**RECEIVED**  
**OCT 17 6 1998**  
MUNICIPAL  
GOVERNMENT BOARD

*Quinn*  
WITNESS

*G. Taylor*  
GORDON E. TAYLOR

RECEIVED  
OCT 16 1998  
MUNICIPAL  
GOVERNMENT BOARD

  
WITNESS

  
HECTOR DANSEREAU

RECEIVED  
OCT 7 6 1998  
MUNICIPAL  
GOVERNMENT BOARD

GOUDREAU'S FEED SERVICE LTD.

Per: Angeline Goudreau (c/s)  
pres.



*Henri Coch*  
WITNESS

*Gerald Royer*  
GERALD ROYER

E. Schedler  
WITNESS

E. Schedler  
WITNESS

George Schedler  
GEORGE SCHEDLER

Robert Schedler  
ROBERT SCHEDLER

TEDDY'S ENTERPRISES LTD.

Per: *Sheela* (c/s)

MARGOLUS HOLDINGS LTD.

Per: David Aaron (c/s)  
DAVID AARON

*Sharon Yarnski*  
WITNESS

*D. Aaron*  
DAVID AARON 