

ANNEXATION AGREEMENT

MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44

- and -

THE CITY OF CALGARY

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THIS AGREEMENT first written as of the _____ day of _____, 2006.

BETWEEN:

MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44
a Municipal Corporation in the Province of Alberta
("the MD")

- and -

THE CITY OF CALGARY
a Municipal Corporation in the Province of Alberta
("the City")

ANNEXATION AGREEMENT

RECITALS

WHEREAS the City intends to apply to the Municipal Government Board to annex to the City approximately thirty nine (39) sections of land presently located within the MD's boundaries, the legal descriptions of which are contained within Schedule "A-1" attached hereto and depicted on the map attached hereto as Schedule "A-2", to provide for future development;

AND WHEREAS it is the City's position that the annexation of the said lands is necessary and appropriate in order to ensure the proper future growth and development of the City, and to enable both the City and MD to plan on a comprehensive and long term basis;

AND WHEREAS the MD and City have jointly reviewed the City's 2005 annexation notice and jointly agreed to revisions to the original notice and to certain measures in accordance with the authority vested in them pursuant to the provisions of the *Municipal Government Act*;

AND WHEREAS the MD and City reached an agreement on recommendations that were subsequently adopted in principle by both Councils on June 12, 2006, subsequently to which the MD and the City engaged in an extensive public consultation process, including a number of jointly held public open houses and a public hearing held by each Council;

AND WHEREAS following extensive interest based mediated negotiations, both before and after the public consultation process, the City and MD reached a mutually beneficial

resolution, the principles of which were adopted by City Council on October 16, 2006 and MD Council on November 7, 2006, the details of which are more particularly described herein;

NOW THEREFORE in consideration of the mutual obligations and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the MD and the City hereby agree as follows:

PART I - DEFINITIONS

- 1.01 "Agreement" means the within Annexation Agreement including the above Recitals and all Schedules attached hereto;
- 1.02 "Annexation" means the incorporation of the Annexation Territory within the boundaries of the City;
- 1.03 "Annexation Order" means the Order in Council by the Lieutenant Governor of Alberta authorizing the annexation of the Annexation Territory within the boundaries of the City;
- 1.04 "Annexation Territory" means those lands located within the MD shown on the map attached hereto as Schedule "A-2" and legally described in Schedule "A-1" attached hereto;
- 1.05 "City" means the City of Calgary, a municipal corporation in the Province of Alberta;
- 1.06 "Conceptual Growth Corridor" means those growth corridors identified on Schedule "A-2" which are recognized and respected by both the City and the MD as representing fundamental future long term growth areas for both parties;
- 1.07 "Effective Date of Annexation" means the later of:
- (1) the earliest date specified in the Annexation Order on which the Annexation is, for the purpose pertaining to the subject matter of the provision in question, to be effective; or
 - (2) the date on which the Lieutenant Governor in Council of the Province of Alberta authorizes the annexation in Council;
- 1.08 "Farmstead" means a habitable residence located on a parcel of land that is the equivalent of a quarter section in area that contains a farming operation for the raising or production of crops or livestock, and other improvements used in connection therewith, where the habitable residence has existed on the parcel of land for a minimum of ten (10) years;

- 1.09 “Farm Property” means:
- (1) a Farmstead;
 - (2) the parcels of land following the separation of a Farmstead to create a Farmstead title; or
 - (3) a parcel of land used for the raising or production of crops or livestock;
- 1.10 “Joint Planning Areas” means those areas of mutual interest to both the MD and the City that are specifically identified as “Joint Planning Areas” on the map attached hereto as Schedule “A-2”, which includes:
- (1) common highway entranceways to both municipalities;
 - (2) areas that the MD and the City have determined that the integration of land use policies is desirable; and
 - (3) areas for interface planning between the MD and City;
- 1.11 "MD" means the Municipal District of Rocky View No. 44, a municipal corporation in the Province of Alberta;
- 1.12 "MGB" means the Municipal Government Board of the Province of Alberta established under the *Municipal Government Act*, and includes any panel of the Board;
- 1.13 "*Municipal Government Act*" means the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended from time to time and all Regulations thereunder;
- 1.14 “Nichols Report” means the jointly commissioned report prepared by Nichols Applied Management which is attached to this Agreement as Schedule “M”;
- 1.15 “Reserve” means those lands within the Annexation Territory which are designated environmental reserve, municipal reserve, school reserve or municipal and school reserve as defined and referred to within the *Municipal Government Act* and as more particularly described in Schedule “F” attached hereto;
- 1.16 “Triggering Event” means the occurrence of any of the following on or after the date on which the Lieutenant Governor in Council of the Province of Alberta authorizes the annexation by Order in Council:
- (1) events that take place in relation to any parcel of land and improvements within the Annexation Territory, either at the request of or on behalf of the landowner, when:
 - (a) the parcel of land is the subject of a subdivision or separation of title, (whether by registered plan of subdivision, by instrument or any other

method), whereby a new parcel of land (including the residual parcel) of less than forty (40) acres in size is created, with the exception of:

- i) Residential Infill Areas as shown on the map and the Rules of which are set out in Schedule “K”; or
 - ii) where the parcel of land contains a Farmstead prior to subdivision; or
 - iii) where the parcel of land contains a Farmstead prior to the separation of title into two separate parcels; or
- (b) the owner of a parcel of land initiates a land use redesignation by City Council pursuant to the City’s Land Use Bylaw in effect at the time to a use other than Urban Reserve, as defined in the City of Calgary Land Use Bylaw 2P80, as amended as of the date of this Agreement, or its equivalent; or
- (2) when any parcel of land and improvements within the Annexation Territory is subject to a local improvement bylaw for a local improvement project described therein, when such bylaw:
- (a) is initiated by, with the support of, on behalf of the owner of such land and improvements or the owner’s designated representative; or
 - (b) results in the connection of the parcel of land and improvements to City water or sewer servicing; and
 - (c) is passed by the City under the authority of the *Municipal Government Act*; and
 - (d) is in furtherance of the provision of water or sewer services provided by the City; or
- (3) when any parcel of land and improvements within the Annexation Territory is connected to City water or sewer mains.

PART II - MUTUAL COOPERATION

2.01 In reaching this Agreement, the MD and the City worked through an interest based mediation to create a mutually beneficial arrangement whereby lands are being annexed and joint planning initiatives and Conceptual Growth Corridors were identified, and mutual cooperation will form the basis of the ongoing relationship to address growth and development for both municipalities.

2.02 The City and MD agree to use all reasonable efforts and to fully cooperate with one another to ensure that the terms and conditions of this Agreement are fulfilled including, without limitation, the Annexation Territory boundaries established in this Agreement.

2.03 (1) “Reasonable efforts” and “cooperation” referenced in paragraph 2.02 shall include, but shall not be limited to:

- (a) The parties’ provision of all information reasonably required by the other party with respect to the Annexation of the Annexation Territory for submission to the MGB or other government departments;
- (b) written confirmation by the MD to the MGB that it is not opposing the Annexation;
- (c) any further assistance that the parties may reasonably request, including an appearance by the MD and the City before the MGB for the purpose of confirming the terms, covenants and conditions contained within this Agreement to ensure a recommendation of full approval of the Annexation by the MGB and full approval of the Annexation by the Lieutenant Governor in Council;
- (d) the proper and timely implementation of the Annexation Order; and
- (e) the proper and timely performance of all things required to give effect to this Agreement,

all of which shall be without cost or charge to the City other than as may be specified herein.

- (2) (a) Notwithstanding Subparagraph (1), the City shall compensate the MD for the cost incurred, to a maximum of \$50,000.00 (Fifty Thousand Dollars), for the staff hours required to comply with the requirements of this Agreement; and
- (b) such compensation shall be paid by the City within Thirty (30) Days following receipt of a written accounting of the MD staff hours expended.

2.04 The parties specifically acknowledge and agree that:

- (1) the Annexation Application is jointly agreed to by both the MD and the City; and
- (2) the content of the said application and this Agreement reflect the results of the mediation between the parties and the approval of the respective Councils, which is confirmed by the certificates executed by both the MD and the City.

- 2.05 The parties specifically 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, this Agreement will continue to govern; however, the parties shall, in good faith, enter into renewed negotiations with respect to the implementation of the Agreement to the extent that it is impacted by the Order of the Lieutenant Governor in Council.
- 2.06 The City and the MD agree that they each shall fully support and recommend to the MGB the matters set forth in this Agreement and the City and the MD shall use reasonable efforts to convince the MGB that the matters set forth in Sections V, VII, IX and XV of this Agreement shall be included in the recommendations of the MGB to the Minister of Municipal Affairs in accordance with Section 120 or 123 of the *Municipal Government Act*.
- 2.07 The City and the MD agree that they shall take reasonable steps to encourage the Lieutenant Governor in Council to issue an Annexation Order pursuant to section 125 of the *Municipal Government Act* which incorporates the intent of the provisions of this Agreement.
- 2.08 (1) Within thirty (30) days following the Annexation Order, or as otherwise mutually agreed upon, the MD agrees to provide, at no extra cost to the City, all information requested by the City with respect to the Annexation Territory to facilitate the orderly and efficient transfer of the jurisdiction and administration of the Annexation Territory following Annexation.
- (2) The information referred to in subparagraph (1) is detailed in Schedules “B” and “C” and includes, but is not be limited to, all information relating to assessment and taxation bylaws, policies, procedures and valuations in effect from time to time in the MD before and after Annexation, in the event that all or part of the Annexation Territory is subject to conditions governing assessment and taxation.
- (3) Without limiting the generality of subparagraphs (1) and (2), the MD shall provide to the City, when so requested, true copies of the records, information and bylaws of the type described in Schedules "B" and "C" attached hereto.
- 2.09 The City specifically acknowledges and agrees that the information provided to it by the MD pursuant to Paragraph 2.08 above will be used solely for the purposes of this Agreement and will not be utilized by the City in any ongoing or future litigation against the MD or the Province of Alberta.
- 2.10 The City and the MD agree that they shall continue to negotiate in good faith to expeditiously finalize the following agreements or arrangements:
- (1) the Road Maintenance Agreement, the Terms of Reference for which is attached hereto as Schedule “G-1”; and
- (2) the Agricultural Services Agreement, the Terms of Reference for which is attached hereto as Schedule “G-2”.

- 2.11 The City and the MD agree that they shall use reasonable efforts to finalize the agreements or arrangements identified in Section 2.10 of this Agreement and present them for approval to the respective municipal Councils of the City and the MD, or municipal administration as the case may be, on or before December 31, 2006, or as otherwise mutually agreed to.
- 2.12 The Parties specifically acknowledge that the mutually agreed upon five (5) year review of the November, 1998 MD of Rocky View/City of Calgary Intermunicipal Development Plan (the "IDP") was delayed as a result of the Annexation process. The parties agree that no later than 120 days after the Effective Date of Annexation, the parties will commence a review of the IDP, which review will specifically deal with the matters outlined in Schedule "D" attached hereto. The parties agree that they shall use reasonable efforts to finalize the IDP review, have the IDP in draft form and initiate the respective approval processes within 18 (eighteen) months after the IDP review commences.
- 2.13 Within Thirty (30) days from the Effective Date of Annexation, the City and the MD shall create a "Joint Intermunicipal Infrastructure Committee" which operates in accordance with the Terms of Reference set out in Schedule "E".
- 2.14 The City and the MD agree to refer to the MD of Rocky View/City of Calgary Intermunicipal Committee:
- (1) any implementation issues associated with this Agreement;
 - (2) any concerns with statutory plans or land use bylaws passed by either municipality which impact the other municipality; and
 - (3) any other intermunicipal issues.
- 2.15 The City and the MD agree to pursue intermunicipal dispute resolution as detailed in the IDP for any issues not resolved at the Intermunicipal Committee level, including unresolved statutory plan or land use bylaw issues prior to pursuing Intermunicipal Dispute Resolution by the Municipal Government Board pursuant to Section 690 of the *Municipal Government Act* and any successor legislation, provided however that an appeal may be filed pursuant to Section 690 to preserve the right of appeal to the Municipal Government Board.

PART III - MUNICIPALLY OWNED LANDS

- 3.01 The MD covenants and agrees that it has not sold, nor will it sell to any other party, any lands designated as Reserve contained within the Annexation Territory that were owned by the MD as of the Effective Date of Annexation, or acquired by the MD subsequent to that time, which lands are described in Schedule "F". All such Reserve lands and

interests held by the MD in any lands that are held in lieu of Reserve (including but not limited to deferred reserve caveats) shall be transferred to the City at no cost, other than the cost of transfers, free and clear of all reservations, exceptions, encumbrances, charges, liens or interests whatsoever, within ninety (90) days following the Effective Date of Annexation.

- 3.02 The title to any lands held by the MD that are not designated as Reserve or interests held by the MD in any lands that are in lieu of Reserve (including but not limited to deferred reserve caveats) shall remain with the MD and will not be transferred to the City, notwithstanding that such lands are within the Annexation Territory, unless otherwise agreed to in writing by both the MD and City.
- 3.03 For those lands located within the Annexation Territory that receive subdivision approval prior to the Effective Date of Annexation, the MD shall defer all Reserve dedications to which it is entitled through the registration of a deferred reserve caveat.
- 3.04 Upon transfer of the Reserve Lands to the City, the City shall ensure that any and all Reserve lands will continue to be maintained to at least those standards of the MD in place as of the Effective Date of Annexation, as detailed in Schedule “J”, until such lands are:
 - (1) incorporated into an area structure plan, which may necessitate alternative Reserve or parks in accordance with an approved area structure plan or outline plan; or
 - (2) classified by the City so as to change the level of required maintenance in accordance with the City’s established maintenance program.

PART IV – ROADWAYS

- 4.01 Upon the Effective Date of Annexation,
 - (1) the City will be responsible for the repair of the roads within its direction, control and management to at least the same standard as that existing as of the Effective Date of Annexation;
 - (2) the MD will continue to maintain those roads referred to in subparagraph (1) that it maintained immediately prior to the Effective Date of Annexation, as more particularly described in Schedule “H”, in furtherance of those principles reflected in the Terms of Reference to Provide Road Maintenance Services to the Annexation Territory by the MD attached hereto as Schedule “G-1”, including full cost recovery of providing such service from the City; and

- (3) the City will be responsible for the upgrade, improvement and associated costs of any roads that the MD is responsible for maintaining pursuant to this Part, subject to the City's operating budget.

4.02 The parties acknowledge and agree that the Annexation Territory excludes the following roads:

- (1) that portion of the Government Road Allowance and Road Plan 1400 LK lying adjacent to the northern boundary of Sections 19 and 20, in Township 23, Range 28, West of the 4th Meridian (commonly known as Highway 560);
- (2) that portion of the Government Road Allowances adjoining the east boundary of Sections 7, 18, 19, 30 and 31 in Township 22, Range 28, West of the 4th Meridian (commonly known as Range Road 285);
- (3) that portion of the Government Road Allowance adjoining the east boundary of Sections 8, 17, 20 in Township 23, Range 28, West of the 4th Meridian (commonly known as Range Road 284);
- (4) that portion of the Government Road Allowance adjoining the west boundary of Block B, Plan 628LK within the southwest quarter of Section 5 in Township 23, Range 28, West of the 4th Meridian (commonly known as Range Road 285);
- (5) that portion of the Government Road Allowance adjoining the east boundary of Section 5, 8, 17 and 20 within Township 24, Range 28, West of the 4th Meridian (commonly known as Range Road 284);
- (6) that portion of the Government Road Allowance lying adjacent to the north boundary of the northeast quarter of Section 7 and Sections 8 and 9 and that portion of the Government Road Allowance and Road Plan 8210192 lying adjacent to the northern boundary of Sections 10, 11 and 12 all within Township 26, Range 1, West of the 5th Meridian (commonly known as Highway 566); and
- (7) the Old Banff Coach Road within the northeast Quarter Section 25, Township 24, Range 3 West of the 5th Meridian.

All of which is further shown on the map attached hereto as in Schedule "H".

4.03 Provincial Highway 2 North, Highway 1 West and Highway 22x located within the Annexation Territory shall remain under provincial ownership and maintenance, as shown on the map attached hereto as Schedule "H".

PART V - ASSESSMENT AND TAXATION

5.01 To minimize the taxation impacts on both MD residents and business operations located within the MD, the MD and City have agreed to a number of objectives, including the retention of MD tax rates applicable to the Annexation Territory for a specified period of time, as follows:

- (1) subject to the provisions in this Agreement to the contrary, lands and improvements within the Annexation Territory will be assessed and taxed by the City in accordance with the provisions of the *Municipal Government Act*;
- (2) Farm Property within the Annexation Territory will continue to be exempt from taxation:
 - (a) to the extent that and for so long as such exemption is prescribed for Municipal Districts under the *Municipal Government Act*; and
 - (b) to the extent that such exemption is not afforded under the *Municipal Government Act*,
 - (i) until December 31, 2036 if the earliest date specified in the Annexation Order on which the Annexation is to be effective for taxation purposes is January 1, 2007; or
 - (ii) until December 31 of the calendar year following thirty (30) full years from the earliest date specified in the Annexation Order on which the Annexation is to be effective for taxation purposes, when such date is after January 1, 2007

at which time Farm Property will be subject to taxation at the same rate as other land and improvements within the City; and

- (3) lands and improvements within the Annexation Territory, excluding Farm Property, will be taxed by the City on the same basis as if they had remained in the MD, and shall be taxed by the City at the applicable MD annual tax rate until the earlier of
 - (a) the occurrence of a Triggering Event;
 - (b) December 31, 2021 if the earliest date specified in the Annexation Order on which the Annexation is to be effective for taxation purposes is January 1, 2007; or
 - (c) December 31 of the calendar year following fifteen (15) full years from the earliest date specified in the Annexation Order on which the

Annexation is to be effective for assessment and taxation purposes, when such date is after January 1, 2007

at which time the lands and improvements in question will be subject to taxation at the same rate as other land and improvements within the City.

- 5.02 These provisions are intended to facilitate a full and complete transition to the City's taxation rates as early as possible, and in any event not later than those dates specified within Subparagraphs 5.01(2) and (3) above.

PART VI- EXISTING WATER SERVICING

- 6.01 All lands within the Annexation Territory which are connected to existing water cooperatives as of at the Effective Date of Annexation can continue to maintain existing water servicing arrangements with the water cooperatives. Such lands and existing water co-operatives are identified on Schedule "I".
- 6.02 (1) After the Effective Date of Annexation, existing water cooperatives which provide servicing in the Annexation Territory will not be permitted to expand servicing to lands within the Annexation Territory which were not serviced by the water cooperative as at the Effective Date of Annexation.
- (2) Notwithstanding Paragraph 6.02(1), where an existing water cooperative is providing servicing to certain lots within a subdivision located within the Annexation Territory, the City may approve the provision of water servicing to the remaining lots in the subdivision by the water cooperative.
- 6.03 Unless other arrangements are specifically permitted by the City, all subdivision and development of lands within the Annexation Territory which is approved after the Effective Date of Annexation will be required to connect to City utility services.
- 6.04 The Annexation will not impact any infrastructure located within the Annexation Territory which is owned by any water cooperative or independent water provider where such infrastructure exists as at the Effective Date of Annexation.
- 6.05 Notwithstanding the foregoing, upon connection to City water servicing, any lands within the Annexation Territory that are serviced by a water cooperative shall immediately disconnect from and discontinue the use of the water cooperative.

PART VII - COMPENSATION PAYABLE TO THE MD

- 7.01 Following lengthy and productive discussions and a thorough review of independent expert analysis pertaining to financial impacts on both municipalities and the compensation to be paid from the City to the MD, the Parties have agreed upon the

compensation arrangement and rationale as outlined in Paragraphs 7.02 through 7.04 inclusive, which amounts are based on the 2005 assessment for MD lands within the Annexation Territory with the expectation that the Effective Date of Annexation will be January 1, 2007.

- 7.02 Within thirty (30) days of the Effective Date of Annexation, the City shall make a one time payment to the MD of \$17,363,756.00 (Seventeen Million Three Hundred Sixty Three Thousand Seven Hundred and Fifty Six Dollars) which is comprised of the following amounts:
- (1) \$2,997,500.00 (Two Million Nine Hundred Ninety Seven Thousand Five Hundred Dollars), being the agreed upon compensation for the MD's loss of gross municipal revenues as established by the Nichols Report for a 5-year period, being January 1, 2007 to December 31, 2011, that otherwise would have been collected by the MD for lands with the Annexation Territory;
 - (2) \$2,997,500.00 (Two Million Nine Hundred Ninety Seven Thousand Five Hundred Dollars), being the agreed upon compensation for municipal revenues as established by the Nichols Report for an additional 5-year period, being January 1, 2012 to December 31, 2016, reflecting recognition and consideration to the MD for maintaining the Annexation Territory in a substantially unfragmented (unsubdivided) state, with uses generally compatible with the City's long term growth;
 - (3) \$10,318,756.00 (Ten Million Three Hundred Eighteen Thousand Seven Hundred and Fifty Six Dollars), being the agreed upon compensation for industrial planned lands in the southeast portion of the Annexation Territory, and additional industrial land supply in the north portion of the Annexation Territory, for the equivalent of 10 (ten) years and 7 (seven) years projected industrial land absorption revenues respectively as analyzed by Nichols Applied Management; and
 - (4) \$1,050,000.00 (One Million Fifty Thousand Dollars), for recently completed road improvements to Township Road 232 within the Annexation Territory.
- 7.03 If any boundary adjustments are made to the Annexation Territory by the Order in Council by the Lieutenant Governor, the compensation payable pursuant to Paragraph 7.02 shall be recalculated based upon the formulas used in the mediated negotiations between the City and the MD in furtherance of the Annexation, as established in the Nichols Report.
- 7.04 To compensate the MD for lost revenues that would have been due and payable to the MD for gravel extraction operations existing as of the Effective Date of Annexation from those lands within the Annexation Territory pursuant to the MD's Community Aggregate Payment Levy Bylaw (Bylaw C-6214-2006), the City shall pay \$100,000.00 (One Hundred Thousand Dollars) per year to the M.D.:

- (1) payable on July 1st of the year of the Effective Date of Annexation, or where the Effective Date of Annexation is after July 1st, payable within thirty (30) days from the Effective Date of Annexation, or as otherwise mutually agreed; and
- (2) for a total of ten (10) years or life of the gravel operation, whichever occurs first.

PART VIII – PLANNING AND DEVELOPMENT TRANSITION

- 8.01
- (1) Land within the Annexation Territory will continue to be governed by the MD’s Land Use Bylaw in place as of the Effective Date of Annexation until such time as Council for the City redesignates the land use of such land.
 - (2) Lands within the Annexation Territory will continue to be governed by any MD Area Structure Plans or Conceptual Schemes in place impacting the lands as of the Effective Date of Annexation until such time as Council for the City passes a new Area Structure Plan or other such statutory plan for the area containing the lands. A list of existing MD Area Structure Plans and Conceptual Schemes in the Annexation Territory is attached to this Agreement as Schedule “L”.
 - (3) The City will continue to allow the expansion of buildings required by legally existing businesses and farming operations that exist as of the Effective Date of Annexation in accordance with the provisions of the *Municipal Government Act*, subject to the receipt of appropriate permits and authorizations where necessary (including land use redesignation by Council for the City), to the extent authorized by the applicable land use bylaw, and in accordance with all applicable statutes, regulations and bylaws.
- 8.02 Upon the Effective Date of Annexation, the MD will transfer all subdivision, planning and development files for the Annexation Territory to the City.
- 8.03 Any development or subdivision applications which are pending as at the Effective Date of Annexation will be managed as follows:
- (1) on the Effective Date of Annexation, all existing development or subdivision files respecting lands located within the Annexation Territory shall be transferred to the City for administration; and
 - (2) development and subdivision applications will be evaluated by the City on the basis of the existing MD Land Use Bylaw and other planning documents and policies, subject to land use redesignations and amendments to statutory plans by City Council. However, the City will administer circulations, timing and approval process pursuant to the City’s established process.

PART IX-FUTURE GROWTH

9.01 The City and the MD acknowledge and agree that based upon the forecasts and projections of land development at the time of the mediated negotiations (which have since been refined), this Annexation provides the City an estimated:

- (1) Thirty Eight (38) year land supply for residential development in the areas identified on Schedule "A-2";
- (2) Thirty Seven (37) year land supply for industrial development in the southeast industrial area identified on Schedule "A-2"; and
- (3) Sixty (60) year land supply for industrial and employment lands in the north industrial corridor area identified on Schedule "A-2"

based upon the City's 2005 land supply assessment.

9.02 The parties specifically agree that neither the City nor the MD will initiate or support any action or proceeding to annex lands within its boundaries or seek amalgamation with the MD unless:

- (1) the IDP review process referenced in Paragraph 2.12 has been completed; and
- (2) the parties mutually agree to such further action or proceeding through the process contained within the IDP as it pertains to annexation.

PART X - TERMINATION

10.01 This Agreement shall terminate and be of no force and effect upon the occurrence of any of the following events, whichever shall first occur:

- (1) The City's withdrawal of its application to the MGB for Annexation of the Annexation Territory;
- (2) Refusal of the City's application to annex the Annexation Territory by the Lieutenant Governor in Council;
- (3) On December 31, 2021, December 31, 2036 or such other date that may be determined by the MGB or Lieutenant Governor in Council in accordance with Part V - Assessment and Taxation hereof.

PART XI - NOTICES

11.01 Any notice required to be given under this Agreement shall be given in writing and delivered to:

- (1) in the case of the City, to the City Clerk; and
- (2) in the case of the MD, to the Chief Administrative Officer.

PART XII - GENERAL PROVISIONS

- 12.01 All references to legislation contained herein, including without any limitation any references to statutes, regulations or bylaws, shall include amendments thereto, and any legislation in *pari materia* therewith, and any successor legislation enacted in replacement thereof.
- 12.02 Each of the parties hereto 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.
- 12.03 The headings and paragraph numbers contained in the Agreement are for convenience and reference only and in no way define or limit the scope or intent of this Agreement or any provision hereof.
- 12.04 This Agreement constitutes the entire Agreement of the parties hereto 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 hereto.
- 12.05 No waiver by or on behalf of either party hereto of any breach of the covenants or conditions herein contained shall take effect or be binding upon that party unless the same be expressed in writing under the authority of that party and any waiver so give shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other breach.
- 12.06 The Recitals and Schedules attached hereto form part of this Agreement.
- 12.07 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.
- 12.08 This Agreement is binding upon both the MD and the City and their successors and assigns.
- 12.09 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.

PART XIII – DISPUTE RESOLUTION

- 13.01 This Part does not apply to Paragraph 2.05.
- 13.02 (1) Where the MD and the City cannot agree on the interpretation, application or operation of certain provisions of this Agreement, the parties agree to first engage in conciliatory discussions and negotiations (as outlined below) to resolve, failing which the parties agree to submit such issues to mediation (as outlined below) before a single mediator agreed to by both parties, the cost of which shall be bourn equally between the parties.
- (2) Once a disagreement has been identified, conciliatory discussions must commence within thirty (30) calendar days of the identification of the issue.
- (3) In the event that the issue is not resolved within three (3) months of the commencement of conciliatory discussions, the issue shall proceed to meditation for a maximum of three (3) months, unless a mutual agreement to extend such deadline is reached between the parties.
- (4) Notwithstanding Subparagraph (3), the parties may proceed to mediation prior to the expiry of the thirty (30) calendar days referred to in Subparagraph (2) following the completion of at least one (1) conciliatory meeting for a maximum of six (6) months, unless a mutual agreement to extend such deadline is reached between the parties.
- 13.03 Where the parties are unable to resolve their disagreement through the dispute resolution mechanisms and within the time periods specified in Paragraph 13.01, the MD and City shall submit such issues to non-binding arbitration within thirty (30) days of the conclusion of the mediation, which shall proceed as stipulated herein.
- 13.04 Prior to referring a matter for arbitration:
- (1) the party intending to so refer shall notify the other in writing of the details, nature and extent of the dispute; and
- (2) within fourteen (14) days of receipt of such notice, the responding party shall advise the first of the action it is prepared to take to resolve the dispute.
- 13.05 If the first party does not accept the proposed resolution within fourteen (14) days of receipt of the proposal, then the parties shall refer the dispute to arbitration before a panel of 3 (three) arbitrators appointed in the following manner:
- (1) each party shall appoint an arbitrator and upon doing so shall forthwith give notice in writing thereof to the other party;

- (2) if either party fails to appoint an arbitrator within seven (7) days of receiving a notice of appointment from the other party as required under subparagraph (1), the other party may apply to a Justice of the Court of Queen's Bench of Alberta to appoint an arbitrator on behalf of and at the expense of the party in default;
- (3) the arbitrators appointed by or for the parties hereto shall appoint a third arbitrator and, if they fail to do so within fourteen (14) days after the last of them was appointed, either party on notice to the other party may apply to a Justice of the Court of Queen's Bench of Alberta to appoint a third arbitrator;
- (4) the appointment of all arbitrators, except those appointed by a Justice as herein provided, shall be in writing;
- (5) the arbitrators shall have the power to obtain the assistance, advice or opinion of such engineer, architect, surveyor, appraiser, valuer or other expert as they may think fit and shall have the discretion to act upon any assistance, advice or opinion so obtained; and
- (6) the party initiating the arbitration shall bear the costs incurred by each Party as a result of the arbitration if the initiating party is unsuccessful at the arbitration; otherwise, each party shall bear its own costs.

13.06 The decision of the majority of the Arbitration Committee shall be the decision of the Arbitration Committee and shall be subject to the ratification and adoption by the respective Councils of the MD and the City.

13.07 Each of the parties shall do all acts and things and execute all deeds and instruments necessary to give effect to any resolution reached under this Part.

13.08 Except as modified herein, the provisions of the *Arbitration Act*, R.S.A. 2000, c.A-43 as amended shall apply.

PART XIV - EFFECTIVE DATE OF ANNEXATION

14.01 The City and the MD agree that the Annexation should occur for all purposes as soon as possible and that, both municipalities shall request the MGB to recommend the Annexation be effective, for the purposes of the *Local Authorities Election Act*, RSA 2000, c. L-21, as amended from time to time, as of January 1, 2007.

PART XV – RECOMMENDATIONS TO THE MGB

15.01 In furtherance of attaining the objectives contained within this Agreement, both municipalities agree to request the MGB to recommend and the Lieutenant Governor in

Council to include all matters contained in this Agreement within the Annexation Order, and specifically impose the following specific conditions within the Annexation Order:

- (1) Upon the Effective Date of Annexation, the MD shall transfer those lands within the Annexation Territory to the City as specified within this Agreement.
- (2) Compensation shall be payable from the City to the MD as specified within Part VII herein.
- (3) Lands within the Annexation Territory and improvements thereon shall be taxed by the City on the same basis as if they had remained within the MD
 - (a) commencing on January 1, 2007 and continuing until the earlier of
 - (i) the occurrence of a Triggering Event; or
 - (ii) December 31, 2036 in the case of Farm Property or December 31, 2021 in the case of all other lands; or
 - (b) when the earliest date specified in the Annexation Order on which the Annexation is to be effective for taxation purposes is later than January 1, 2007, commencing on such date and continuing until the earlier of
 - (i) the occurrence of a Triggering Event; or
 - (ii) or December 31 of the calendar year following thirty (30) full years from such date in the case of Farm Property, or December 31 of the calendar year following fifteen (15) full years from such date in the case of all other lands.
- (4) Whenever the MD taxation rates cease to apply to a parcel of land and improvements thereon as contemplated by Paragraph 15.01(3), the said land and improvements shall be taxed on the same basis as other lands and improvements in the City.
- (5) For so long as the MD taxation rates apply to a parcel of land within the Annexation Territory as outlined herein, legally approved businesses operated on such land as of the Effective Date of Annexation shall not for municipal assessment and taxation purposes be subject to a greater amount of business related taxes (including business tax, machinery and equipment tax or any taxes enacted in substitution thereof) than would have been the case had the parcel remained within the jurisdiction of the MD.
- (6) Once an annexed parcel of land and improvements thereon, or business located thereon, cease to be subject to the MD taxation rates as outlined herein, such land

and improvement or business shall not at any time thereafter become subject once again to the MD taxation rates.

- (7) For purposes of the Annexation Order, the term “parcel” shall mean a parcel as defined in the *Municipal Government Act*.
- (8) Except as specifically modified by the provisions of the Annexation Order, the provisions of the *Municipal Government Act* apply to all annexed parcels of land and all improvements and businesses located thereon.
- (9) The City and MD shall commence a review of the November, 1998 MD of Rocky View/City of Calgary Intermunicipal Development Plan addressing the matters outlined in Schedule “D” no later than 120 days following the Effective Date of Annexation. The City and the MD shall use all reasonable efforts to submit the proposed IDP amendments to the respective Councils of the MD and the City no later than 18 (eighteen) months following the commencement of the IDP review.

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

APPROVED	
As To Content	
As To Form	
LAW (Solicitors)	

THE CITY OF CALGARY

MAYOR

CITY CLERK

MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44

REEVE

MUNICIPAL SECRETARY

**SCHEDULE “A-1”
ANNEXATION TERRITORY**

The lands within the Annexation Territory as described on Map 1 attached to this Schedule A, which includes:

(a) Township 22, Range 28, West of the 4th Meridian

All of Sections 18, 19, 30, 31 and all of that portion of Section 7 lying north of the left bank of the Bow River.

(b) Township 22, Range 29, West of the 4th Meridian

All of Sections 13, 24, 25, 36 and all that portion of Section 12 lying north of the left bank of the Bow River.

(c) Township 23, Range 28, West of the 4th Meridian

All of Sections 6, 7, 17, 18, 19, 20 and the west half of Section 8 and all that portion of the northeast quarter of Section 8 lying north of Railway Plan RW30, and the northwest quarter of Section 5. All that portion of Block C, Plan 628LK within the southwest quarter of Section 5 and all that portion of Utility R/W U-D, Plan 628LK within the southwest quarter of Section 5, north of the boundary between Block C and Block B of said plan.

(d) Township 24, Range 28, West of the 4th Meridian

All of Sections 7, 8, 17 and 18 and all of the north half of Sections 5 and 6 and all of the South half of Sections 19 and 20.

(e) Township 26, Range 1, West of the 5th Meridian

All of Sections 2, 3, 4, 5, 6, 8, 9, 10, 11 and the east half of Section 7. All that portion of Section 1 lying west of Road Plans 7598JK and 763LK and all that portion of the southeast quarter of Section 12 lying west of Road Plan 763LK and all of the west half of Section 12.

(f) Township 26, Range 2, West of the 5th Meridian

All of Section 1 excepting the northerly 100.58 m (330 ft) lying east of the westerly 20.12 m (66 ft) in the NE quarter as described in Land Title number 981 272 818. All of Section 2 excepting Subdivision Plan 0010079 within the northeast quarter section and all of Section 3.

(g) Township 25, Range 2, West of the 5th Meridian

All of the west half of Section 6 and all that portion of the east half Section 6 lying north of the right bank of the Bow River not presently within the City limits. All that portion of the southwest quarter of Section 7 within parcel D, Plan 5126 JK. All that portion of the southeast quarter of Section 7 within Block 1, Plan 9010497.

(h) Township 25, Range 3, West of the 5th Meridian

All those portions of Section 1, 12 and 14 lying north and east of the left bank of the Bow River (Bears paw Reservoir). All that portion of Section 13 lying north and east of the left bank of the Bow River (Bears paw Reservoir) and west of Block 1, Block R1 and Block 2 in Subdivision Plan 7410769 and west of the following:

- A straight line from the southwest corner of Lot 6 to the west corner of Lot 7 in Block 1;
- A straight line from the southwest corner of Lot 12 to the north corner of Lot 15 in Block 2;
- A straight line from the south corner of Lot 19 to the northwest corner of Lot 21 in Block 2.

(i) Township 24, Range 2, West of the 5th Meridian

All that portion of Block 2, Plan 7510024 within the northeast quarter of Section 30 and all of the west half of Section 31.

(j) Township 24, Range 3, West of the 5th Meridian

East half of Section 36.

All Government Road Allowances and Government Road Allowance intersections intervening and adjoining the above described lands,

but expressly excludes:

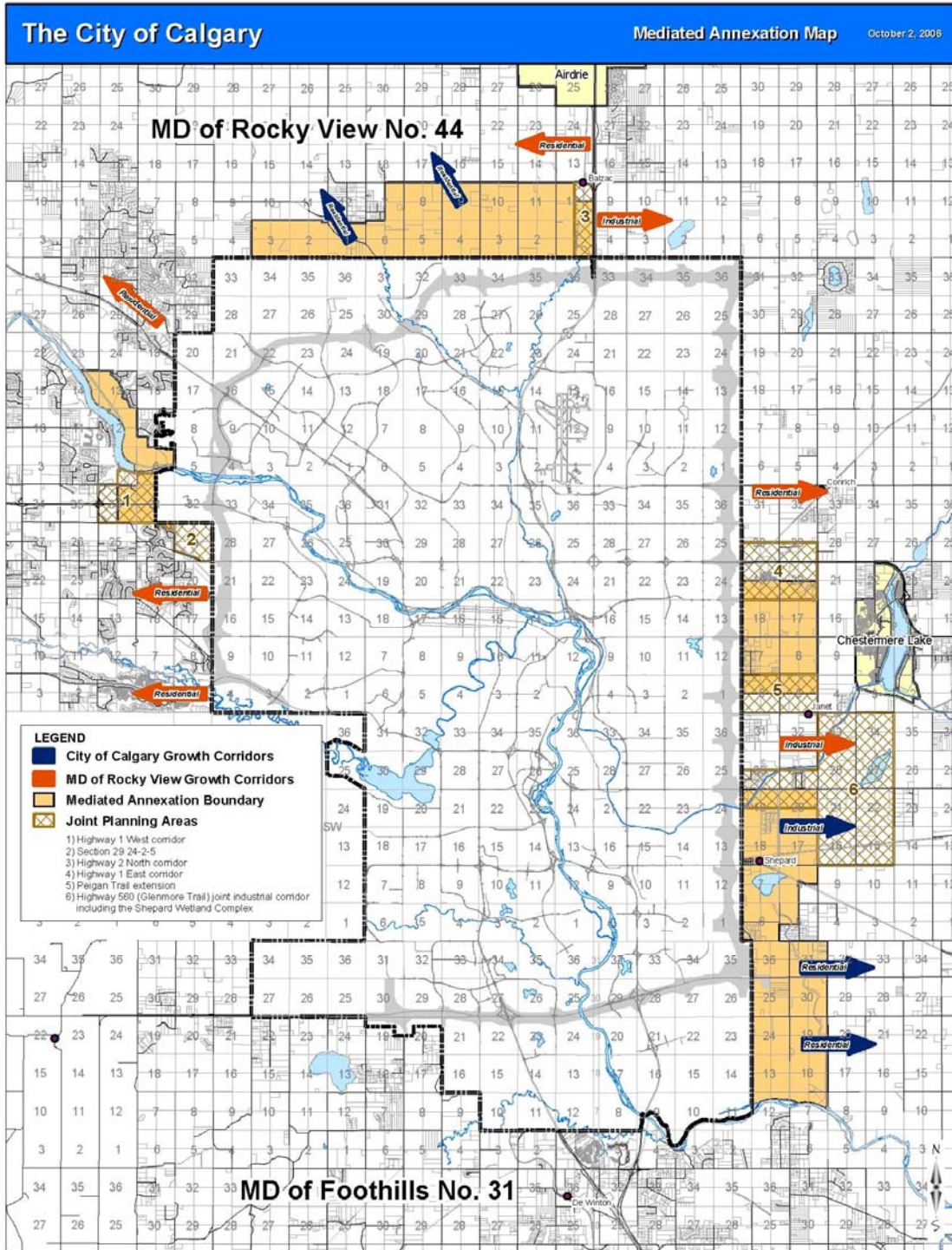
- i. that portion of the Government Road Allowance and Road Plan 1400 LK lying adjacent to the northern boundary of Sections 19 and 20, in Township 23, Range 28, West of the 4th Meridian (commonly known as Highway 560).
- ii. that portion of the Government Road Allowances adjoining the east boundary of Sections 7, 18, 19, 30 and 31 in Township 22, Range 28, West of the 4th Meridian (commonly known as Range Road 285).
- iii. that portion of the Government Road Allowance adjoining the east boundary of Sections 8, 17, 20 in Township 23, Range 28, West of the 4th Meridian (commonly known as Range Road 284).
- iv. that portion of the Government Road Allowance adjoining the west boundary of Block B, Plan 628LK within the southwest quarter of Section 5 in Township 23, Range 28, West of the 4th Meridian (commonly known as Range Road 285).
- v. that portion of the Government Road Allowance adjoining the east boundary of Section 5, 8, 17 and 20 within Township 24, Range 28, West of the 4th Meridian (commonly known as Range Road 284).
- vi. that portion of the Government Road Allowance lying adjacent to the north boundary of the northeast quarter of Section 7 and Sections 8 and 9 and that portion of the Government

Road Allowance and Road Plan 8210192 lying adjacent to the northern boundary of Sections 10, 11 and 12 all within Township 26, Range 1, West of the 5th Meridian (commonly known as Highway 566).

- vii. the Old Banff Coach Road within the northeast Quarter Section 25, Township 24, Range 3 West of the 5th Meridian.

SCHEDULE "A-2"

MEDIATED ANNEXATION MAP



SCHEDULE "B"

REQUIRED ASSESSMENT RECORDS

1. The assessment roll for the Annexation Territory showing all detail required pursuant to Sections 303 and 304 of the *Municipal Government Act*.
2. The property record for all properties taxable and exempt within the Annexation Territory.
3. Assessment files relating the annexed parcels.
4. Decisions of the assessment tribunals that specifically apply to annexed parcels.
5. Farm income data for annexed parcels that qualify as farmland.
6. Details of any exemptions granted under the *Municipal Government Act* and the former *Municipal Taxation Act* to the annexed parcels.
7. Copies of any Bylaws, Order or Acts granting an exemption under the *Municipal Government Act*, the former *Municipal Taxation Exemption Act* or private Acts that specifically apply to annexed parcels.
8. Explanation of any codes used in the assessment roll or on the property record cards and other similar information.
9. Maps of the annexed area showing legal and parcel plan boundaries used for assessment purposes.
10. All procedures and policies used for the current general assessment.
11. Details of market data relied on for the current general assessment.
12. Details of any ongoing rebates of taxes under the *Municipal Government Act*.
13. Details of any assessment performed by the Chief Provincial Assessor.
14. Details of any machinery and equipment assessments.
15. The most recent Supplementary Assessment bylaw.
16. The current classification bylaw if not included in the property tax bylaw.

17. Details of equalized assessments necessary for the City to calculate school tax rates.
18. Review of the MD's equalized assessment by the City's assessment staff from time to time, such review to include examination of the market data used and the methodology of calculation and an explanation of the same by the MD.
19. All the above records and information shall be supplied concurrent with the preparation of the 2006 assessment roll for the 2007 tax year, shall be updated as of the date of Annexation or the date of assumption of responsibility for assessment by the City, and shall be provided from time to time as necessary to permit the City to comply with the terms and conditions of the Agreement, which this Schedule forms a part.

SCHEDULE "C"

TAX AND LEVY RECORDS AND INFORMATION

1. The current tax roll as it relates to the Annexation Territory.
2. Details of the tax levy and of arrears, if any, including any changes transferred to the tax roll such as utility and weed bills for each annexed parcel.
3. Details of any local improvement levies affecting the Annexation Territory including a copy of the bylaw, a copy of the borrowing bylaw and details, and the terms of the levy on each annexed parcel.
4. Tax recovery details for properties and arrears, properties with tax notifications, properties that have been finally acquired under the *Municipal Government Act* and the former *Tax Recovery Act*, and properties where the redemption period has not expired including expiry date, details of tax sale trust accounts dates, and details of any proceeds of sales that are covered by a tax sale trust account.
5. School support details on a parcel by parcel basis together with supporting records including, but not limited to, copies of any corporate school declarations.
6. The policy and bylaw for any tax discounts.
7. The policy and bylaw for penalties.
8. A list of properties owned by the MD.
9. The boundaries of any tax zones that have been established for recreational, fire or other districts.
10. A record of any tax certificates that have been issued within the preceding two (2) years.
11. A copy of the property tax bylaws (mill rate bylaws), including among other things, fire and recreation districts for the current year and for the last ten (10) years.
12. A list of all properties subject to any grant, and copies of any agreements where a grant-in-lieu of taxes is to be paid.
13. A list of annexed parcels and relevant details of taxation, including procedures for linear properties.
14. A list of land owned by the MD and leased to third parties including copies of all leases.

SCHEDULE "D"

IDP REVIEW AND PLANNING PRINCIPLES

General

1. For purposes of this Agreement, the Conceptual Growth Corridor arrows for both the MD and The City as shown on Schedule A-2 are meant to establish, recognize and protect key growth directions for both municipalities which are to be identified in the Intermunicipal Development Plan (IDP) and Municipal Development Plan of both municipalities.
2. The IDP will establish more precise locations and timing of long term growth for both municipalities, policies concerning land use and development in those areas, and, in the case of both parties, future annexation provisions including impacts on future City annexations from impacting the MD's identified Conceptual Growth Corridors. For further clarity, the Conceptual Growth Corridors shall be governed by current MD land use policies, until such time as an IDP agreed to by both municipalities is in place that addresses the Conceptual Growth Corridors.
3. The purpose of the IDP review is to:
 - (a) Establish new spatial and substantive areas of intermunicipal interest as a result of annexation;
 - (b) Establish the timing and scope of the "Joint Planning Areas" identified in this Agreement;
 - (c) Establish the timing and scope of development in the Conceptual Growth Corridors identified in this Agreement; and
 - (d) Ensure compliance with Provincial Land Use Policies.
4. The City and the MD agree to cooperate and collaborate in the coordination of the alignment, planning, maintenance, construction and upgrades of transportation infrastructure, water, wastewater and stormwater services for lands in the annexed eastern residential corridor, industrial growth corridors and the southeast growth corridor as identified on Schedule "A-2".

Joint Planning Areas:

5. **Highway 1 West Corridor -**

This area is an important entranceway for both municipalities and is a key highway corridor for the Province. The City of Calgary has identified much of this area for employment growth to better balance jobs and population by locating employment opportunities closer to residential areas on the west side of the City. Benefits include more efficient utilization of existing transportation infrastructure in the City.

The MD has identified through its Central Springbank Area Structure Plan this area as a special policy planning area requiring unique considerations along the highway and City interface. Benefits include effective and efficient transportation planning that is comprehensive in nature that will promote seamless development between the municipalities.

Other joint planning issues in this area include highway transportation infrastructure and interchange planning, as well as residential interface issues with existing rural residential development.

Section 29-4-2-5 –

Under this Agreement, this area remains within the MD of Rocky View and is identified for significant employment concentrations over the longer term in conjunction with ring road construction on the west side of the City. Options include a joint business park for this area. Regional transportation, transit planning and interface planning with lands within the City are required for this joint planning area.

Highway 2 North Corridor –

This area is an important entranceway for both municipalities and is a key highway corridor for the Province. The area will develop with non-residential land uses. Key issues include infrastructure planning, and coordination with adjacent land use policy within the MD of Rocky View. Joint planning in this corridor will require a review of environmental and transportation infrastructure issues involving a number of stakeholders including the Province and the CPR.

Highway 1 East Corridor –

This area is an important entranceway for both municipalities and is a key highway corridor for the Province. Interface planning and coordination of land use policy is required for this area that includes established MD development. Planning of key east/west links to the Transportation Utility Corridor (TUC), as well as north/south roadways into development areas within both municipalities, is required.

Peigan Trail Extension –

This roadway extension will establish the interface between industrial (MD) and residential (City) development in this area. Issues include roadway alignment, and landownership continuity. On 2006 September 25, Calgary City Council adopted the following motion:

That the Administration ensure that the future alignment of Peigan Trail / 43 Ave. S.E., east of the Transportation Utility Corridor (TUC) does not unnecessarily bisect private property and allows for optimum land use as part of joint planning work in this area, which may require a municipal boundary adjustment.

Both municipalities agree that land use north of the extension will be residential for the City and south of the extension will be industrial for the MD.

Highway 560 (Glenmore Trail) joint industrial corridor including the Shepard Wetland Complex –

Joint planning in this area will address the interface and joint infrastructure planning for industrial growth in both municipalities. A key feature is the Shepard Wetland Complex which will serve the storm water management requirements for the MD and the City. It is expected long term industrial growth corridors for both the MD and the City will be addressed in this joint plan, including future annexation provisions for the City.

In addition, joint planning in this area will require a multi-jurisdictional approach involving a variety of stakeholders including Alberta Environment, Western Irrigation District, Canadian National / Canadian Pacific Railways, and the Town of Chestermere.

Public Consultation Processes

6. The City will facilitate the technical involvement of, and consultation with, all adjacent landowners located within the MD in any City ASP processes which impacts lands within the City which border on the MD. The City will place particular emphasis and consideration on impacts of City development to adjacent country residential (CR) development within the MD.

SCHEDULE “E”

JOINT INTERMUNICIPAL INFRASTRUCTURE COMMITTEE TERMS OF REFERENCE

I. Committee Name and Objects

- 1.1 A Committee to be known as the “Joint Intermunicipal Infrastructure Committee” (“JIIC”) is hereby established for the purpose of overseeing the implementation and operational requirements of the 2006 Annexation Agreement between the MD and the City of Calgary through recommendations to the Inter Municipal Committee (“IMC”), including management of all technical planning and infrastructure-related issues between the City and the MD, including:
- (a) Roadway maintenance within the Annexation Territory;
 - (b) Coordination of Joint Planning processes and Conceptual Growth Corridor analysis;
 - (c) Intermunicipal Development Plan review;
 - (d) Coordination of public engagement processes arising out of this Agreement;
 - (e) Any MD Agricultural Service Board activities within the Annexation Territory; and
 - (f) Other issues that may arise in connection with the implementation of the Annexation and are jointly agreed to by the City and MD.
- 1.2 The JIIC is responsible for reporting and making recommendations to the MD/City of Calgary Intermunicipal Committee with respect to the matters outlined in Paragraph 1.1.
- 1.3 The MD/City of Calgary Intermunicipal Committee is responsible to report to the respective MD and City Councils in accordance with its Terms of Reference.
- 1.4 The JIIC shall report to the respective MD and City Councils at the direction of either Council.

II. Composition of Committee

- 2.1 The JIIC is comprised of the following individuals, or his/her designate:
- a) CAO for the MD;
 - b) City Manager;
 - c) Director of Planning and Community Services Department for the MD; and
 - d) Director of Land Use Planning & Policy Business Unit for the City.

III. Authority

- 3.1 The JIIC may seek the assistance of or provide directions to any MD or City staff member the JIIC may require to achieve its objectives.

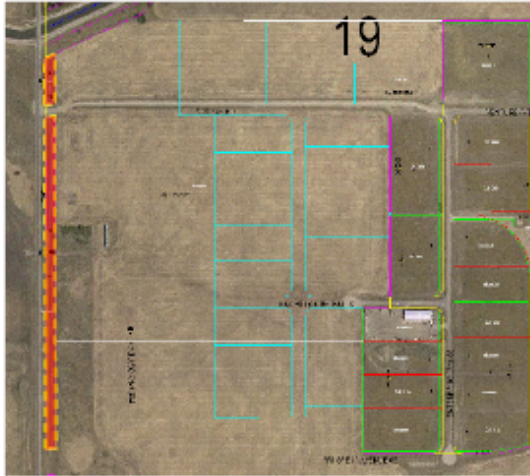
IV. Meetings

- 4.1 Unless otherwise mutually agreed, the JIIC shall hold meetings not less than once per month until all matters identified in Part I have been finalized to the mutual satisfaction of both the City and the MD.
- 4.2 Following its meetings, the JIIC shall report to the MD/City of Calgary Intermunicipal Committee at each regularly scheduled meeting.

SCHEDULE "F"
RESERVE LANDS

Reserve Lands

Roll	Legal Description	Plan	Block	Lot	Acres	Hectares
03319014	SW 18 -23 -28 -4	0813622	13	1MR	4.12	1.67
03319015	SW 19 -23 -28 -4	0813623	1	9MR	0.60	0.24

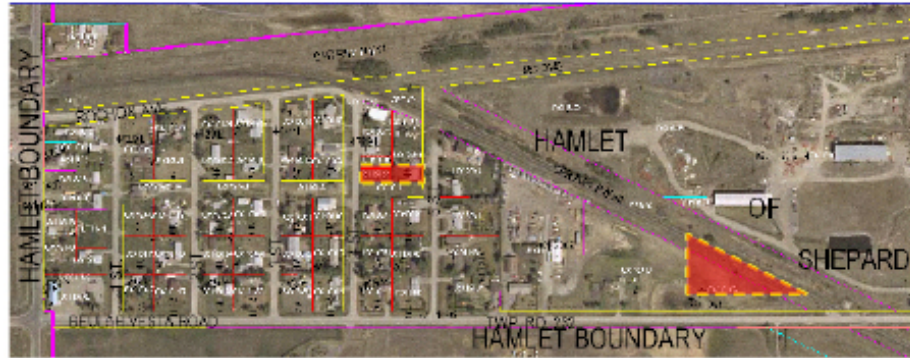


Roll	Legal Description	Plan	Block	Lot	Acres	Hectares
04317005	NW 17-24-28-4	9412717		1	3.03	1.23

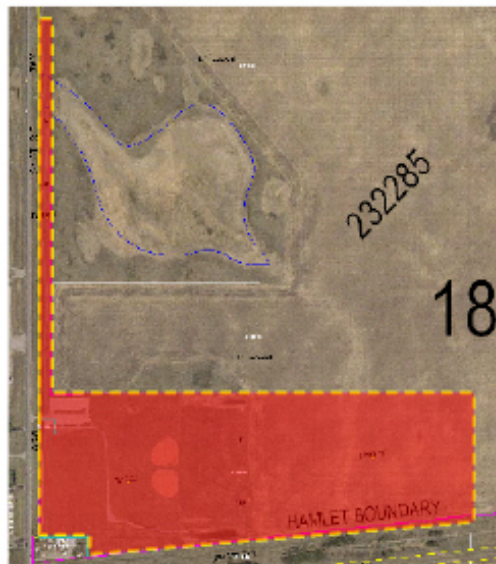


Reserve Lands

Roll	Legal Description	Plan	Block	Lot	Acres	Hectares
03318166	SW 18-23-28-4	7910611	7MR		1.28	0.52
03318161	SW 18-23-28-4 LSD 5	4729 L		5	0.4	0.15



Roll	Legal Description	Plan	Block	Lot	Acres	Hectares
03318190	W 18-23-28-4	0313621	12	2MR	52.88	21.40
03318011	SW-18-23-28-4 LSD 5	0613827			0.17	0.06



SCHEDULE “G-1”

TERMS OF REFERENCE TO PROVIDE ROAD MAINTENANCE SERVICES TO THE ANNEXATION TERRITORY BY THE MD

The City and the MD agree in principle to discuss the opportunity for the MD to continue to provide maintenance services for all roads within the Annexation Territory based upon the following principles:

Potential services for Basic Maintenance:

- Regular inspection, blading and re-gravelling of gravel roads per existing MD guidelines
- Blading and gravelling of undeveloped and unmaintained road allowances per existing MD policy
- Surface preservation of chip-sealed roads with patching as required
- Surface preservation of oiled surface roads with patching as required
- Surface preservation of asphalt-paved roads (excluding AIT roads: see below under Terms), with hot patching and crack-sealing as required
- Brushing and/or mowing of road shoulders and ditches
- Repair and/or replacement of culverts
- Repair and/or replacement of guardrails and guide cable
- Road litter cleanup
- Application of dust mitigation agent on those gravel roads which would be eligible as per existing MD policy
- Maintenance and replacement of traffic control signs as required
- Steaming of culverts in the Spring as required
- Installation and removal of snow fence as required
- Regular snow clearing based on priority per existing MD policy

Additional services to be discussed for road improvements:

- Rip and re-lay of oiled surface roads if they deteriorate beyond the economic feasibility of spot patching
- Asphalt overlay of chip sealed roads if road conditions and traffic volumes warrant
- Additional lift of asphalt on existing paved roads as required
- Application of soil stabilisation agent on those higher volume roads which may warrant improvement
- Sub-grade reconstruction of those gravel roads which are experiencing higher volumes and do not have the structure to support the current use

Terms and Conditions:

- All primary and secondary highways within the Annexation Territory which are currently within the jurisdiction of AIT will remain the responsibility of AIT, unless otherwise determined
- The standards of maintenance for each road surface must be determined and clearly defined within the agreement
- The length of the agreement should be of a definite term and is intended to act as a transition period
- All roads within the annexation area are to be inspected prior to the effective date of the agreement with a summary report being agreed to by both parties
- Compensation for the above services to be negotiated on a cost recovery basis

SCHEDULE “G-2”

TERMS OF REFERENCE TO PROVIDE AGRICULTURAL SERVICES TO THE ANNEXATION TERRITORY BY THE MD

The City and the MD agree in principle to discuss the opportunity for the MD to continue to provide agricultural services based upon the following principles:

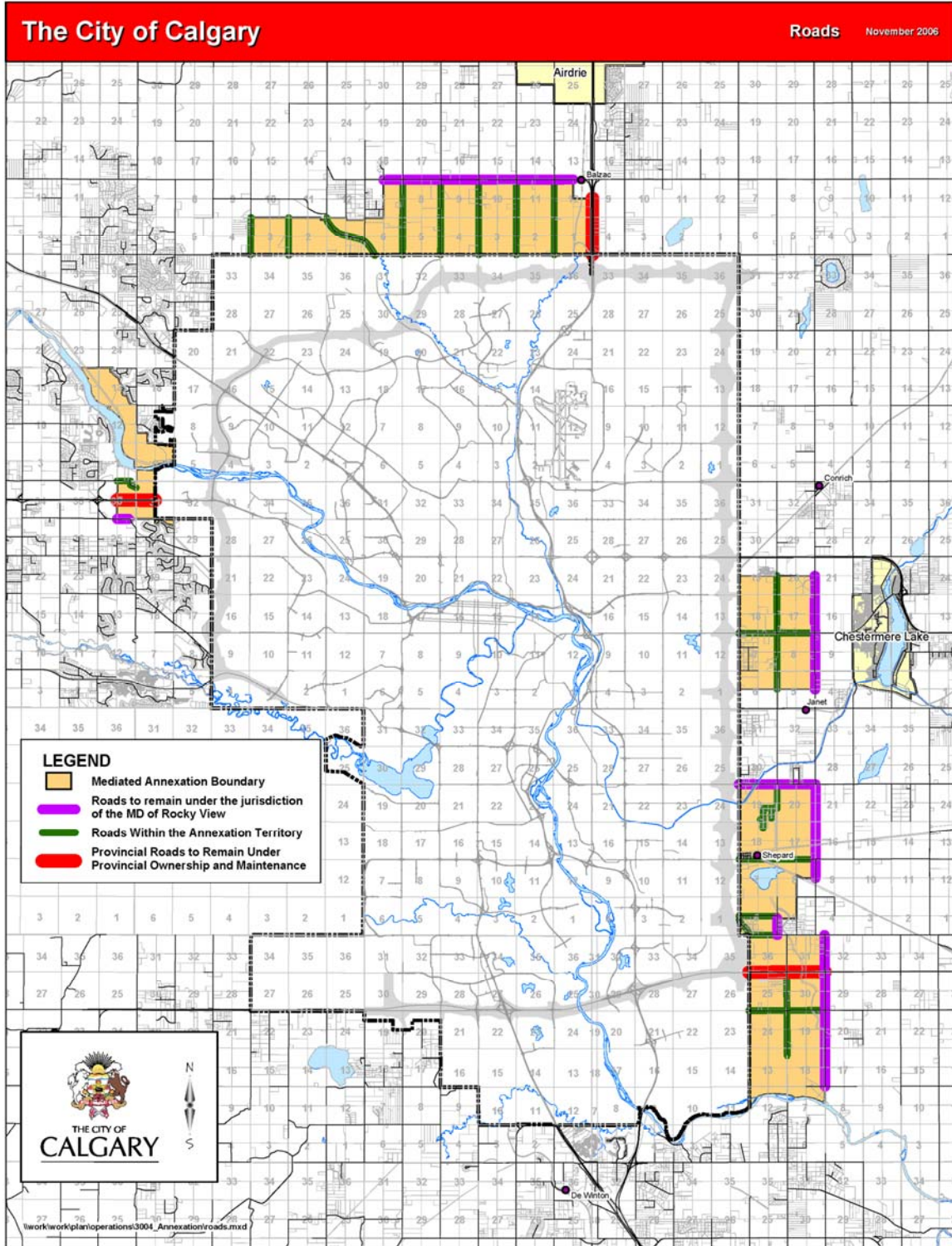
Potential Services:

- Weed inspection and weed control
- Programs and services including:
 - Sale of specialized items:
 - weed books, backpack sprayers, gopher traps
 - Rental of specialized equipment:
 - tree planters, skunk traps, forage samplers
 - Agricultural consultations
 - Shelterbelt planning and distribution
 - Educational programs:
 - horticulture, estate planning, safety
 - Provide access to:
 - Environmental Farm Plan, Farm Stewardship Program to promote sustainable agriculture

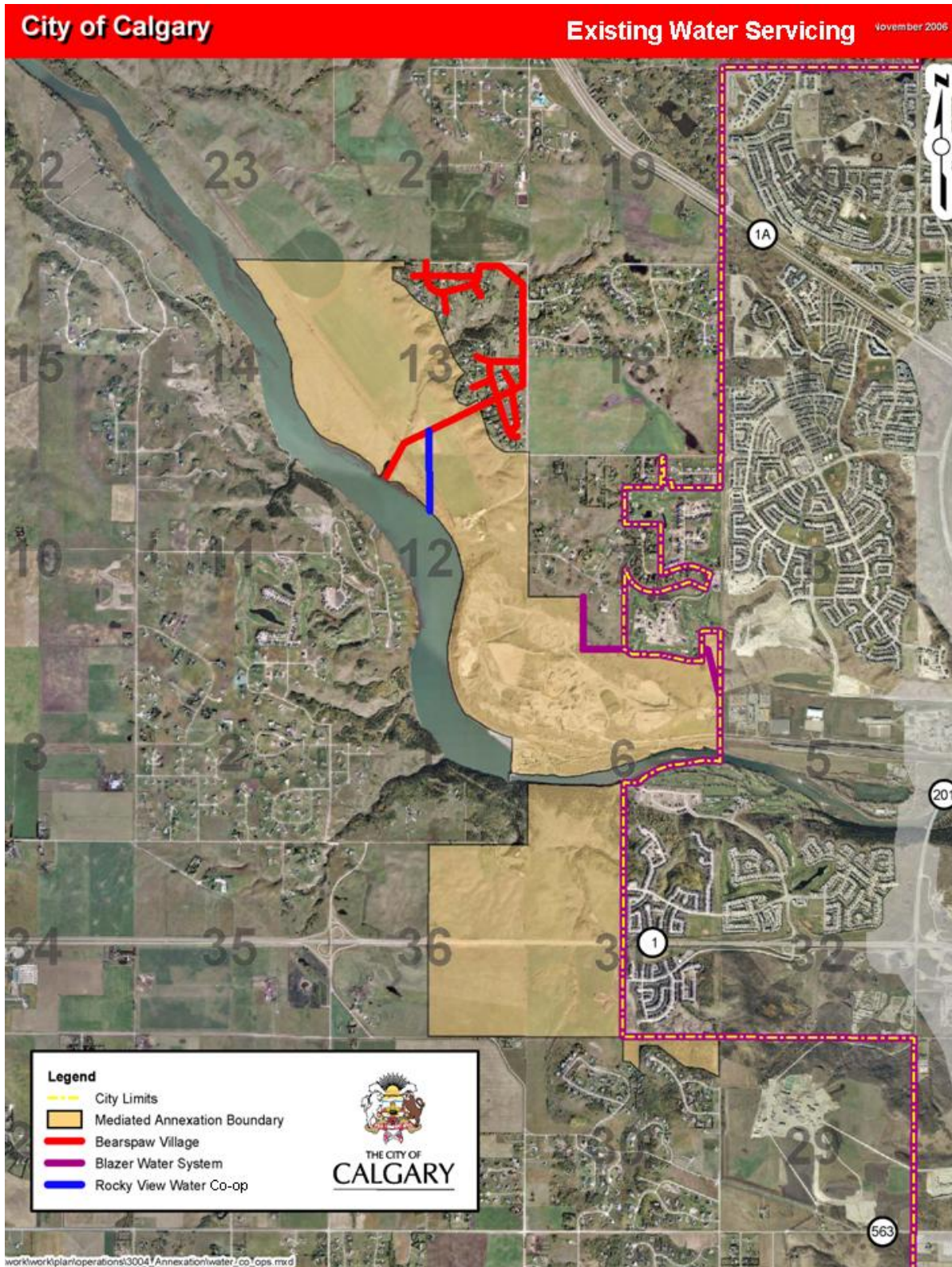
Terms and Conditions:

- The program is intended as a transition period for a minimum of 5 years
- City of Calgary Animal & Bylaw Services and Parks staff to work with the MD’s Agricultural Fieldman to coordinate services
- It is intended the program will provide for financial compensation by The City to the MD on an annual cost recovery basis, to be determined in conjunction with services provided

SCHEDULE "H" ROADS



SCHEDULE "T" EXISTING WATER SERVICING



SCHEDULE "J"

RESERVE LANDS MAINTENANCE STANDARDS

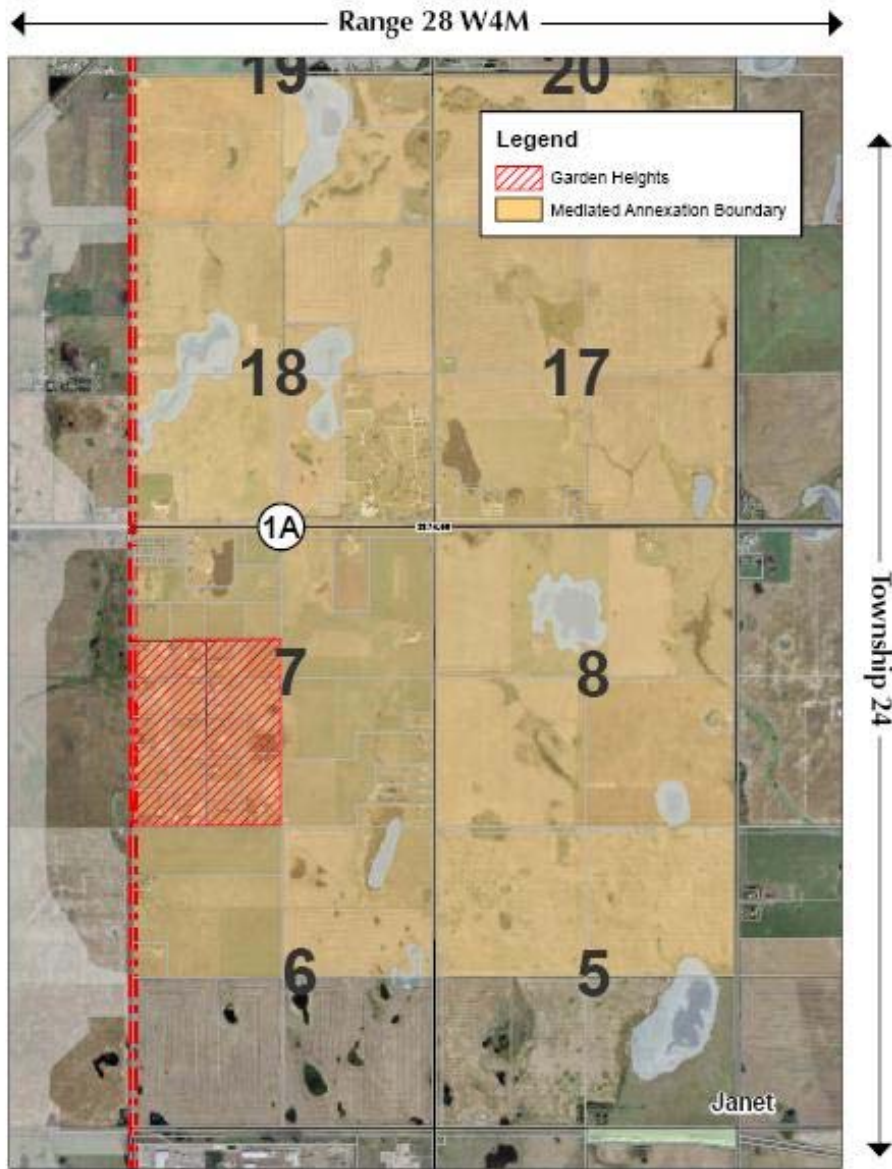
1. The parties agree that the Reserve Lands shall be maintained by the City at least to the following standards:
 - a) control of noxious weeds in accordance with the terms of the *Weed Control Act* ,
 - b) mowing of all Reserve lands on not less than a three (3) year cycle, and
 - c) regular clean up of garbage and litter so that the Reserve lands do not become unsightly or pose a danger to the public.

SCHEDULE “K”

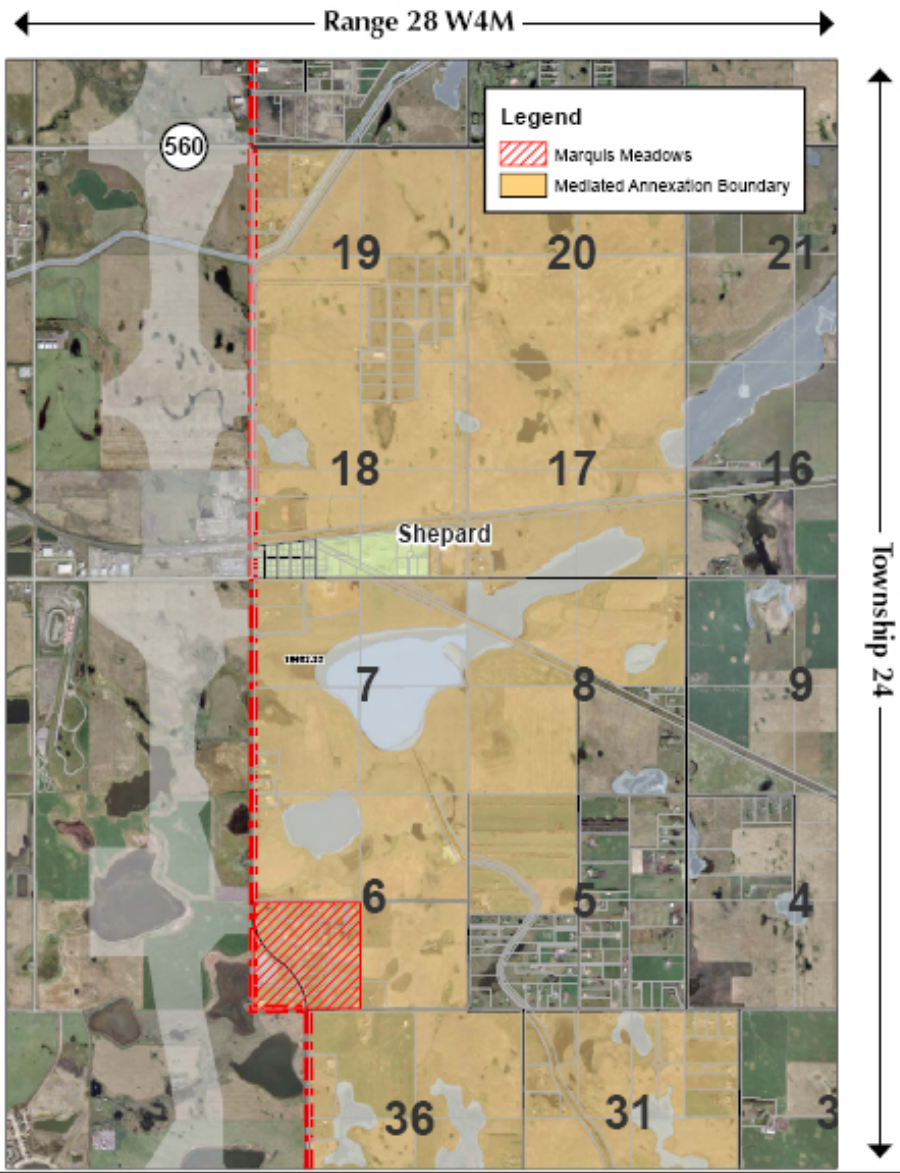
RESIDENTIAL INFILL AREAS

1. The lands identified in this Schedule are “Residential Infill Areas”, as outlined on the map entitled “Residential Infill Areas” attached to this Schedule.
2. Residential Infill Areas can continue to infill subject to the requirements of the existing land use designation in the MD until such time as these lands are incorporated within an area structure plan (“ASP”) passed by the City. Prior to the passage of the ASP for this area, these lands may be redesignated to DC (direct control) to put in place similar land use requirements to those in the MD’s existing land use designation.

RESIDENTIAL INFILL AREA



RESIDENTIAL INFILL AREA



SCHEDULE "L"

LIST OF AREA STRUCTURE PLANS AND CONCEPTUAL SCHEMES

