BY-LAW NO. 23-88

BEING A BY-LAW OF THE COUNCIL OF THE COUNTY OF PARKLAND NO. 31 TO AUTHORIZE THE AMENDMENT OF CERTAIN AGREEMENTS AUTHORIZED BY BY-LAW NO. 9-88 AND THE IMPLEMENTATION OF THE DIVISION OR APPORTIONMENT OF PROPERTY, RIGHTS, AND LIABILITIES BETWEEN PARKLAND NO. 31 AND IMPROVEMENT DISTRICT NO. 222

WHEREAS by By-law No. 9-88, the Council of the County of Parkland No. 31 authorized and directed the entering into and the execution on behalf of the County of certain Agreements, in a form approved by Council, for the supply of services by the County to the lands annexed from Parkland to Improvement District No. 222, the continued employment of certain employees of the County, the payment of certain taxes, fees, utility rates and charges owing to the County from the lands annexed to the said Improvement District and for the division of property rights, assets and liabilities between the County and the said Improvement District;

WHEREAS the Agreements authorized by By-law No. 9-88 have been entered into by the County and a portion of the lands described on Schedule "A" attached to By-law No. 9-88 have been returned to Parkland by the Lieutenant Governor in Council by Order in Council; and

WHEREAS as a result of the return to the County of a portion of the lands described in By-law No. 9-88 and as a result of changes in the said Agreements proposed by the representatives of the said Minister and agreed to by the representatives of the County, it has become necessary to amend the Agreements approved by Council under By-law No. 9-88; and

WHEREAS the representatives of the County and the representatives of Her Majesty the Queen In The Right of the Province of Alberta as represented by the Minister of Municipal Affairs have reached an agreement on the division or apportionment of property, rights, assets and liabilities between the County of Parkland No. 31 and Improvement District No. 222 which the Council of the County of Parkland No. 31 believes to be in the best interests of the County and wishes to adopt by way of a further agreement to be entered into with her Majesty the Queen in the Right of the Province of Alberta as represented by the Minister of Municipal Affairs; and

NOW THEREFORE THE COUNCIL OF THE COUNTY OF PARKLAND NO. 31 IN COUNCIL DULY ASSEMBLED HEREBY ENACTS AS FOLLOWS:

1. That the County of Parkland No. 31 be authorized to enter into further agreements with Her Majesty the Queen in the Right of the Province of Alberta as represented by the Minister of Municipal Affairs to provide, amongst other things, for the amendment of some of the agreements approved by Council under By-law No. 9-88, the adoption, implementation and carrying out of the agreement reached between the representatives of the County and the representatives of the Minister of Municipal Affairs concerning the division or apportionment of property, rights, assets and liabilities between the County and Improvement District No. 222, such agreements to be in a form acceptable to the Council of the County of Parkland No. 31.

2. That the Reeve and the County Commissioner be authorized and directed to execute all such agreements as are approved by resolution of Council pursuant to this By-law, on behalf of the County of Parkland No. 31, and to affix the County's seal thereto.

3. That the officers and employees of the County of Parkland No. 31 be authorized and directed to take such steps on behalf of the County of Parkland No. 31 as may be necessary to implement and carry out the agreements entered into by the County pursuant to this By-law.

Bur

4. This By-law shall come into effect on the date of its final reading thereof.

READ A FIRST TIME this 7th day of July, A.D. 1988.

READ A SECOND TIME this 7th day of July, A.D. 1988.

READ A THIRD TIME AND FINALLY PASSED this 7th day of July, A.D., 1988.

REEVE

S E A L

MUNICIPAL SECRETARY

DIVISION OF PROPERTY, RIGHTS, ASSETS AND LIABILITIES AMENDMENT AGREEMENT

MEMORANDUM OF AGREEMENT entered into this day of June, A.D. 1988.

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN in the right
of the Province of Alberta, as
represented by the Minister of Municipal
Affairs (hereinafter referred to as "the
Minister of Municipal Affairs"),

OF THE SECOND PART.

WHEREAS pursuant to the terms of an Agreement in Writing entered into as of the 31st day of December, A.D. 1987 between the parties hereto, a copy of which Agreement is attached as Schedule "A" hereto (hereinafter referred to as "the Agreement"), the parties hereto provided for the division of property, rights, assets and liabilities between Parkland and Improvement District No. 222 with respect to certain lands described in the Agreement as "the Annexed Lands"); and

WHEREAS the Lieutenant Governor in Council by Order in Council effective December 31, 1987 has returned a portion of the Annexed Lands to Parkland and the parties hereto now wish to amend the Agreement to delete from it that portion of the Annexed Lands which have now been returned to Parkland; and

WHEREAS as was contemplated in the Agreement, the representatives of the parties hereto have negotiated with each other and

have reached an Agreement which they have recommended to the parties hereto to finally resolve and determine the division or apportionment of property, rights, assets and liabilities between Parkland and Improvement District No. 222 relating to the Annexed Lands as amended and Parkland and the Minister of Municipal Affairs each wish to adopt and accept the said Agreement reached by their respective representatives; and

WHEREAS the said Agreement reached by the representatives of the parties hereto includes the assessment of those items provided for under the Electric Power and Pipeline Assessment Act 1980 c.E-S and the parties hereto wish to amend the Agreement to provide for the inclusion of the items assessed under the said Act in the Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree, save as otherwise provided, with each other as follows:

1. The description of the lands described on Schedule "A" attached to the Agreement shall be amended by Alberta Order in Council 267/88 dated May 12, 1988.

2. Subparagraph 1.2(b) of Article 1 shall be amended by the addition of the words "and the Electric Power and Pipeline Assessment Act R.S.A. 1980 c.E-5, as amended" after the words "as amended".

3. Parkland and the Minister of Municipal Affairs each accept and

adopt the division or apportionment of property, rights, assets and liabilities described in the Letter dated the 23rd day of June, A.D. 1988 and the appendices accompanying the said Letter which are attached to this Agreement as Schedule "B" (the said Letter and appendices hereinafter referred to as "the Letter") as representing the final determination and resolution of the division or apportionment of property, rights, assets and liabilities between Parkland and Improvement District No. 222 relating to the Annexed Lands, as amended.

4. Upon the execution of this Agreement by the parties hereto, the Minister of Municipal Affairs and Parkland and their respective representatives shall each take such steps as shall be necessary to ensure that the terms and conditions set out in the Letter are implemented and carried out in the manner described in the Letter.

5. The parties hereto shall with reasonable diligence do all things and provide reasonable assurances as may be required to consummate the transactions contemplated herein, and each party hereto shall provide such further documents, instruments, directions and orders as may be required by the other party or as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions whether before or after the date of execution of this Agreement.

6. This Agreement shall be effective as of 12:03 a.m. on

December 31, 1987 and the Agreement, except as amended by this Agreement, shall remain in effect.

IN WITNESS WHEREOF Parkland and the Minister of Municipal Affairs have executed and delivered these presents as of the day and year first above written.

COUNTY OF PARKLAND NO. 31

Per: _____

Per: _____

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the MINISTER OF MUNICIPAL AFFAIRS

_____

Schedule "A"

DIVISION OF PROPERTY, RIGHTS, ASSETS AND LIABILITIES AGREEMENT

MEMORANDUM OF AGREEMENT entered into as of the 31st day of December, A.D. 1987.

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN in the right
of the Province of Alberta, as
represented by the Minister of Municipal
Affairs (hereinafter referred to as "the
Minister of Municipal Affairs"),

OF THE SECOND PART.

WHEREAS the Lieutenant Governor in Council by Order in Council has constituted Improvement District No. 222 and by a further Order in Council has annexed to the said Improvement District from Parkland those lands which are described on Schedule "A" hereto (hereinafter referred to as "the Annexed Lands") effective December 31, 1987; and

WHEREAS, subject to the exceptions described in the Improvement District Act, R.S.A. 1980 c.I-1, the Minister of Municipal Affairs is responsible for the management and the administration of Improvement District No. 222; and

WHEREAS under an Agreement in writing entered into as of the 31st day of December, A.D., 1987, between the Minister of Municipal Affairs, Her Majesty the Queen in the Right of the Province of Alberta as

represented by the Minister of Transportation and Utilities and Parkland (hereinafter referred to as "the Servicing Agreement"), Parkland agreed to continue to make available and supply certain services to the Annexed Lands on the terms set out in the Servicing Agreement; and

WHEREAS the Minister of Municipal Affairs and Parkland now wish to provide for the division of property, rights, assets and liabilities between Parkland and Improvement District No. 222 with respect to the Annexed Lands on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree, save as otherwise provided, with each other as follows:

ARTICLE 1

DIVISION OF PROPERTY, RIGHTS , ASSETS AND LIABILITIES

1.1 The parties hereto shall use their best efforts to finally determine and resolve the division or apportionment of property, rights, assets and liabilities between Parkland and Improvement District No. 222 relating to the Annexed Lands by July 1, 1988.

1.2 The division or apportionment of property, rights, assets and liabilities between Parkland and Improvement District No. 222 shall be

based upon the December 31, 1987 financial statements of Parkland and shall also be based upon the following principles:

(a) The portion of the Net Assets of Parkland to be paid, transferred or assigned to Improvement District No. 222 shall be based upon the ratio of the assessment of the Annexed Lands to the assessment of all of Parkland, including the Annexed Lands:

(b) For the purposes of subclause 1.2(a), the assessment of the Annexed Lands and Parkland shall only include the assessment of those items which presently fall within the provisions of the Municipal Taxation Act R.S.A. 1980 c.M.-31, as amended;

(c) In determining the Net Assets of Parkland to be apportioned or divided there shall be excluded from the calculation of Net Assets those assets and liabilities which have specific application to the Annexed Lands and to the remainder of Parkland and those assets or liabilities which have specific application shall be transferred or assigned to Improvement District No. 222 or shall remain with Parkland as the case may be.

1.3 In the event that the division or apportionment of property, rights, assets and liabilities related to the Annexed Lands shall not have been determined and resolved by way of an Agreement between Parkland and the Minister of Municipal Affairs by July 1, 1988, subject to the provisions contained in the Municipal Government Act R.S.A. 1980 c.M.-26,

the division or apportionment of property, rights, assets and liabilities may be referred to arbitration by either Parkland or the Minister of Municipal Affairs pursuant to Article 2 of this Agreement and the decision of the arbitrator appointed pursuant to Article 2 shall be final and binding upon all parties hereto.

1.4 Any arbitrator appointed, pursuant to Article 2, to determine the division or apportionment of property, rights, assets and liabilities shall follow the principles enumerated in clause 1.2 of this Article.

ARTICLE 2

ARBITRATION

2.1 Any dispute which arises between the parties concerning any matter in this Agreement shall be referred to arbitration pursuant to the Arbitration Act of Alberta, subject to the following modifications:

(a) There shall be one (1) arbitrator appointed. If the parties are unable to agree upon an arbitrator to be appointed, then either party may, on notice to the other, apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator.

(b) The arbitrator so appointed shall have the power to obtain the assistance, advice or opinion of any engineers, architects, surveyors, appraisers, valuators or such other experts as the arbitrator may think fit and shall have the discretion to act upon any such assistance, advice or opinions so obtained.

(c) The said arbitrator shall have a complete discretion to award the costs of the arbitration to either or both of the parties in such ratios or amounts as the said arbitrator may in his absolute discretion consider proper and just in the circumstances.

(d) The decision of the arbitrator so appointed shall be final and shall be binding upon the parties to this Agreement without any further right of appeal to any other tribunal or agency.

ARTICLE 3

NOTICES

3.1 All notices hereunder shall be valid and effective if personally delivered to or given by mail by registered letter, postage prepaid (unless at the time or within 48 hours thereof there shall be a general disruption in the postal service, in which case, service shall be by delivery only), addressed:

In the case of Parkland to the attention of the County Commissioner:

4601 - 48 Street
Stony Plain, Alberta
T0E 2G0

In the case of the Minister of Municipal Affairs:

c/o Deputy Minister of Municipal Affairs
9th Floor, Jarvis Building
9925-107 Street
Edmonton, Alberta
T5K 2H9

and if mailed, shall be deemed to have been effectively given five (5) business days after mailing and, if delivered, shall be deemed to have been given on the date on which it was delivered. Any party may change its address for receipt of notice by giving notice of its new address to the other party as herein contemplated.

ARTICLE 4

MISCELLANEOUS

4.1 Parkland shall be entitled to rely upon the approvals, agreements and commitments made by the designated representatives of the Minister of Municipal Affairs and the Minister of Municipal Affairs undertakes to be bound by the approvals and commitments made on his behalf by his respective representative or representatives. For the purposes of this Agreement the designated representatives of the Minister of Municipal Affairs are as follows:

Mr. John McGowan - Executive Director of Municipal Services Branch
Mr. Tom Forgrave - Assistant Deputy Minister of Municipal Administrative Services Division
Mr. Archie Grover - Deputy Minister of Municipal Affairs

4.2 This Agreement shall not be assignable by Parkland or the Minister of Municipal Affairs without the consent in writing of the other.

4.3 The parties hereto shall with reasonable diligence do all things and provide reasonable assurances as may be required to consummate the transactions contemplated herein, and each party hereto shall provide such further documents or instruments required by the other party as may be

reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions.

4.3 This Agreement supersedes all understandings, oral or written, by and between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF Parkland and the Minister of Municipal Affairs have executed and delivered these presents as of the day and year first above written.

COUNTY OF PARKLAND NO. 31

Per: _____

Per: _____

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the MINISTER OF MUNICIPAL AFFAIRS

_____

SCHEDULE "A"

ANNEXED LANDS

Commencing at the northeast corner of Township 50, Range 6, West of the 5th Meridian, thence Westerly along the north boundaries of Township 50, Range 6, West of the 5th Meridian, Township 50, Range 7, West of the 5th Meridian, and Township 50, Range 8, West of the 5th Meridian, to the intersection with the right bank of the Pembina River, thence generally southerly along the said right bank to the intersection with the north boundary of section 21 in Township 50, Range 8, West of the 5th Meridian, thence Westerly along the north boundaries of sections 21, 20 and 19 in Township 50, Range 8, West of the 5th Meridian, and sections 24, 23, 22 and in Township 50, Range 9, West of the 5th Meridian, to the intersection with the West boundary of said section 22 in Township 50, Range 9, West of the 5th Meridian, thence southerly along the west boundaries of section 22 and section 15, in Township 50, Range 9, West of the 5th meridian to the intersection with the north boundary of section 9 in Township 50, Range 9, West of the 5th Meridian, thence Westerly along the north boundaries of sections 9, 8 and 7 in Township 50, Range 9, West of the 5th Meridian, and sections 12, 11, 10, 9, 8 and 7 in Township 50, Range 10, West of the 5th Meridian, to the intersection with the West boundary of Township 50, Range 10, West of the 5th Meridian, thence southerly along the West boundaries of Townships 50 and 49, Range 10, West of the 5th meridian, to the southwest corner of said Township 49, Range 10, West of the 5th Meridian, thence easterly along the south boundary of said Township 49, Range 10, West of the 5th Meridian, to the intersection with the northwest corner of section 34 in Township 48, Range 10, West of the 5th Meridian, thence southerly along the West boundaries of sections 34, 27, 22, 15 and 10 in Township 48, Range 10, West of the 5th meridian, to the southwest corner of said section 10 in Township 48, Range 10, West of the 5th Meridian, thence easterly along the south boundary of said section 10 in Township 48, Range 10, West of the 5th Meridian, to the northwest corner of section 2 in Township 48, Range 10, West of the 5th meridian, thence southerly along the West boundaries of section 2 in Township 48, Range 10, West of the 5th Meridian, and sections 35, 26, 23 and 14 in Township 47, Range 10, West of the 5th Meridian, to the southwest corner of said section 14 in Township 47, Range 10, West of the 5th Meridian, thence easterly along the south boundaries of sections 14 and 13 in Township 47, Range 10, West of the 5th Meridian, and sections 18, 17, 16, 15 and 14 in Township 47, Range 9, West of the 5th Meridian, to the intersection with the right bank of the North Saskatchewan River, thence generally northerly and easterly along the said right bank to the intersection with the east boundary of Township 50, Range 6, West of the 5th Meridian, thence northerly along the said east boundary of Township 50, Range 6, West of the 5th Meridian, to the point of commencement.

DATED: December 31, A.D. 1987

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN in the right
of the Province of Alberta, as
represented by the Minister of Municipal
Affairs (hereinafter referred to as "the
Minister of Municipal Affairs"),

OF THE SECOND PART,

==========

DIVISION OF PROPERTY, RIGHTS, ASSETS AND LIABILITIES AGREEMENT

==========

REYNOLDS, MIRTH, RICHARDS & FARMER
BARRISTERS AND SOLICITORS
3200 MANULIFE PLACE
10180 - 101 STREET
EDMONTON, ALBERTA
T5J 3W8

FILE NO: 57,824-005

PH ONE: 963-2231

YOUR FILE _____

OUR FILE _____

COUNTY OF PARKLAND NO. 31

OFFICE OF THE COUNTY COMMISSIONER

STONY PLAIN, ALBERTA
T0E 2G0

SCHEDULE "B"

88-06-29

Mr. John McGowan
Executive Director
Municipal Services Branch
Alberta Municipal Affairs
Jarvis Building
9925 - 107th Street
Edmonton, Alberta
T5K 2H9

Dear John:

RE: PROPOSED SPLIT OF ASSETS AND LIABILITIES-COUNTY OF PARKLAND NO. 31 AND IMPROVEMENT DISTRICT NO. 222

This letter is confirmation of the position we arrived at during our phone conversation of June 22nd, 1988 regarding the above and the other existing agreements.

1. The County will be transferring to Improvement District No. 222 a total of $1,485,414 (APPENDIX "A"attached) as the Improvement District's share of the net assets of the County. This amount will be made up of the stockpiled gravel and cold mix and sites totalling $633,808 as shown on APPENDIX "B" (attached) and the balance of $851,606 will be made up of road construction and maintenance equipment as listed on APPENDIX "C" (attached).

The new net asset amount of $1,485,414 was arrived by reducing our May 20th, 1988 Net Total for Fixed Assets of $14,240,256 by $3,857,758 being the total cost of the fixed assets for General Administration and by $1,694,360 being the total cost of the fixed assets for Transportation-Common Services. These deletions reduced the Net Total for Fixed Assets to $8,688,138.

The foregoing two adjustments to the assets necessitated an adjustment to the liability side to remove the debenture debt outstanding against the General Administration and Transportation-Common Services classifications. These amounts are $2,162,480 and $257,993 respectively. These deletions reduced the Net Total Debenture Debt to $4,176,814.

..2

These adjustments were made to accommodate the Department's request to have these two classifications considered assets and liabilities of specific application and, therefore, not shareable but any existing assets and liabilities in these classifications, in the annexed area, would be transferred automatically.

In order to accommodate the Department's request to have the inventory in the annexed area transferred automatically as an asset of specific application, it was necessary to make one further adjustment to our May 20th, 1988 statement and that was the removal of the parts and material inventory value of $345,887 from the Net Total Inventory Asset of $1,999,208. This deletion reduced the Net Total Inventory Asset to $1,653,321.

2. The General Administration Fixed Assets in Drayton Valley with a net cost value of $182,131 and the Transportation-Common Services Fixed Assets in Drayton Valley with a net cost value of $323,180 will be transferred to Improvement District No. 222 on the basis that they are assets of specific application. These transfers include the transfer to Improvement District No. 222 of the applicable December 31st, 1987 outstanding Debenture Debt on each fixed asset.

3. The County of Parkland No. 31 will transfer to Improvement District No. 222 the parts, supplies, tools, office and shop furniture and equipment (excepting leased equipment and excluding one radio communication bay station, two mobile desk phones and the radio communication crystals) and material inventory located in the Town of Drayton Valley and the annexed area, on the basis that these are assets of specific application.

..3

4. The County of Parkland No. 31 will transfer to Improvement District No. 222 the following as assets and liabilities of specific application:

	Asset	Liability
Fire Fighting Drayton Valley and Lodgepole	$107,532	-
Roads	$3,720,017	-
Water Supply and Distribution System - Poplar Ridge	$364,386	$22,311
Sanitary Sewer-Lodgepole, Rocky Rapids, Violet Grove, Poplar Ridge	$1,740,768	$364,038
Nuisance Ground-Rocky Rapids	$12,582	-
Recreation/Parks-Easyford, Lodgepole and Drayton Valley	$74,222	-
	$6,019,507	$386,349

5. The County of Parkland No. 31 will also transfer all reserved utility lots, tax recovery parcels and miscellaneous parcels it has title to in the annexed area which have an assessed value of over $350,000.

6. Improvement District No. 222 will approve the County of Parkland No. 31 maintaining its existing gravel lease No. SML 790140 and miscellaneous lease No. MLL 870081 in Section 21, Township 50, Range 6, West of the 5th Meridian for as long as the County requires same. The miscellaneous lease was issued for stockpiling gravel.

..4

I trust you will find the foregoing an accurate summation of our phone conversation and that you can verify same by your signature.

COUNTY OF PARKLAND NO. 31

Dated: June 29, 1988

James V. Simpson
County Commissioner

ALBERTA MUNICIPAL AFFAIRS

Dated: June 30, 1988

John McGowan
Executive Director

atts.

APPENDIX "A" June 29th, 1988

COUNTY OF PARKLAND NO. 31
ASSETS AND LIABILITIES AS AT DECEMBER 31, 1987

	ASSETS	TOTAL	LESS SPECIFIC APPLICATION	NET TOTAL
100	Cash on hand and on deposit	591,138	174,303	416,835
200	Accounts Receivable	4,722,465	4,436,046	286,419
300	Investments, Loans, etc.	5,000,227	60	5,000,167
400	Other Assets	355,492	158,177	197,315
500	Inventories	2,096,135	442,814	1,653,321
600	Fixed Assets	117,586,281	108,898,143	8,688,138
	Total	130,351,738	114,109,543	16,242,195

	LIABILITIES			
100	Short-Term Loans and Overdrafts	450,406	-	450,406
200	Accounts Payable	2,953,725	1,053,845	1,899,880
300	Long-Term Debt	54,830,978	50,654,164	4,176,814
400	Other Liabilities	321,970	202,040	119,930
6XX	Allowances for Operating	235,549	235,549	-
7XX	Reserves for Operating	593,961	593,961	-
76X	Reserves for Capital	1,944,125	537,573	1,406,552
	Total	61,330,714	53,277,132	8,053,582

Percentage of Assessment Transferred 18.14%

I.D. # 222's Share of County of Parkland's Net Assets

16,242,195 - 8,053,582 x 18.14% = $1,485,414

APPENDIX "B"

COUNTY OF PARKLAND NO. 31

Road Construction and Maintenance Equipment

		TOTAL	DEBENTURE	NET
See APPENDIX "C"		$2,671,693	$1,023,100	$1,648,593

Gravel & Cold Mix Inventory & Sites

NW 6-50-6-5	- McGinn-Leased		
Qty. - 1,154.71	cubic metre	$ 4,353.26	4,353
SW 3-49-7-W5	- County- Owned	12,814.20	12,814
Qty. - 30,586.43	cubic metre	122,895.40	122,895
SW 17-49-7-W5	- County-Owned-Yard in Drayton Valley		
Qty. - 2,050.36	cubic metre	14,352.52	14,353
SE 22-49-7-W5	- Kjorlein-Leased		
Qty. - 17,928.77	cubic metre	150,602.25	150,602
SE 26-47-8-W5	- Crown-Leased		
Qty. - 15,818.38	cubic metre	52,200.65	52,201
SW 36-47-9-W5	- Crown-Leased		
Qty. - 38,764.42	cubic metre	240,185.71	240,186
NE 8-50-10-W5	- Crown-Leased		
Qty. - 4,912.79	cubic metre	36,403.77	36,404
		$633,807.76	633,808

APPENDIX "C"

EQUIPMENT TRANSFER TO IMPROVEMENT DISTRICT NO. 222

UNIT NO.	DESCRIPTION	MAKE	YEAR	MODEL	SERIAL NO.	LICENCE NO.	VALUE
M22	Fuel Wagon, Construction	Home Made		-	-	T21632	$ 2,000
M43	Triple Axle Trailer	Home Made	1975	-	-	T21249	$ 2,600
M46	School Bus Tool House	Chev.	1967	SE50	SE5271120324	591352	$ 2,500
M48	Front End Loader (Forklift)	John Deere		300	144063T	-	$ 10,000
M50	Front End Loader	Michigan	1977	125-B	441B-103-CAC	-	$ 74,242
M59	Backhoe	Ford	1978	750	C569902	-	$ 29,610
M65	Steel Wheel Roller, Static Type	Hyster		C350B	B8963423V	-	$ 20,000
M82	Forklift	Warner Swasey	1980	L1200	12L3550DA	-	$ 22,860
M86	Front End Loader	I.H.C.	1981	530	2130	-	$ 91,000
M52	Pug Mill	Calenco	1977	30T-12H	4-170	-	$ 46,045
M12	Light Plant, 7KW	Lister	1966		75389NA	-	$ 4,768
	Welder (On Truck T32)	Lincoln		SA200	TER6235	-	$ 3,200

APPENDIX "C"

EQUIPMENT TRANSFER TO IMPROVEMENT DISTRICT NO. 222

UNIT NO.	DESCRIPTION	MAKE	YEAR	MODEL	SERIAL NO.	LICENCE NO.	VALUE
M4	Loader	Bob Cat	1986	843	5026M22019	-	$ 23,584
M72	Self-propelled Steel Wheel Packer	Caterpillar	1979	815	91P1748	-	$130,000
	Power Plant, 2KW	Honda	1983	EM2200	GE2001079122	-	$ 1,285
T68	Single Axle Truck, 12' Gravel Box & Hoist c/w Sander	I.H.C.	1979	S1824	AA182JCA24188	CZM389	$ 18,195
T19	3/4 Ton Pickup Truck	G.M.C.	1985	2500	2GTGC24M6F1538956	CZM316	$ 11,439
T21	1 Ton Truck, Gravel Box & Hoist	G.M.C.	1985	Sierra	1GDJC34M3FJ530147	CZM390	$ 11,007
T32	1 Ton Truck, Flat Deck Box	Ford	1974	F350	F37YRU21699	CZM306	$ 3,940
T84	1/2 Ton Pickup Truck	Dodge	1980	D150	D14JE-AS-145156	CZM357	$ 6,400
T92	1 Ton Truck, Flat Deck Box	Ford	1981	F350	2FDJF37G8BCA5434	CZM350	$ 8,800
T93	1 Ton Truck, Box and Hoist	Ford	1981	F350	2FDJF37G1BCA54356	CZM309	$ 8,778
T94	3/4 Ton Pickup Truck	G.M.C.	1981	CC20903	2GCFC24M3B1155188	CZM365	$ 8,644
T101	3/4 Ton Pickup Truck	Dodge	1982	D250	1B7JD24SC9CS242732	DRX963	$ 10,112

APPENDIX "C"

EQUIPMENT TRANSFER TO IMPROVEMENT DISTRICT NO. 222

UNIT NO:	DESCRIPTION	MAKE	YEAR	MODEL	SERIAL NO.	LICENCE NO.	VALUE
T14	Tandem Axle Truck, 15' Gravel Box & Hoist c/w Plow & Sander	Chev.	1985	CC7TC	1GBS7D4GXFV106393	CZM325	$ 54,526
AT3	1/2 Ton Pickup Truck	Chev.	1986	C10	2GCEC14H3G1204423	HCC259	$ 12,200
C5	Crawler Tractor, Winch & Dozer	Caterpillar	1969	D7	48A-12022	-	$ 46,630
S2	Pull Scraper	Caterpillar	1957	435	45D84	-	$ 4,892
P42	Motor Grader c/w Wing, Plow, Dozer & Scarifier	Caterpillar	1986	140G	72V09131	-	$177,215
	1 Cattle Squeeze Chute	Pearson	-	-	-	-	$ 2,000
	1 Portable Livestock Scale	Paul	1983	-	83426	-	$ 2,700
	1 Calf Turning Table	McIntyre	-	-	-	-	$ 500
						TOTAL	$851,672

EMPLOYEE AND TAX ARREARS PAYMENT AMENDMENT AGREEMENT

MEMORANDUM OF AGREEMENT entered into this day of June, A.D., 1988.

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN in the right
of the Province of Alberta, as
represented by the Minister of Municipal
Affairs (hereinafter referred to as "the
Minister of Municipal Affairs"),

OF THE SECOND PART.

WHEREAS pursuant to the terms of an Agreement in writing entered into as of the 31st day of December, A.D. 1987 between the parties hereto, a copy of which Agreement is attached as Schedule "A" hereto (hereinafter referred to as "the Agreement"), the parties hereto provided for the orderly transfer and the continued employment of certain employees of Parkland and for the payment of certain amounts owing to Parkland for taxes, fees, utility rates and other charges from the lands described in the Agreement as "the Annexed Lands"; and

WHEREAS the Lieutenant Governor in Council by Order in Council has returned to Parkland a portion of the lands defined in the Agreement as "the Annexed Lands" and the parties hereto wish to amend the Agreement

to change the description of "the Annexed Lands" and to reflect the revised amount owing to Parkland for taxes, fees, utility rates and other charges from the Annexed Lands; and

WHEREAS the parties hereto wish to further amend the Agreement to remove an employee from Schedule "B" of the said Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree with each other as follows:

1. The description of the lands described on Schedule "A" attached to the Agreement shall be amended by Alberta Order in Council 267/88 dated May 12, 1988.

2. Schedule "B" attached to the Agreement shall be amended by the removal of the name of "E. Haykowski" from Schedule "B".

3. Paragraph 2.1 of Article 2 of the Agreement shall be deleted and the following substituted in its place:

> 2.1 The Minister of Municipal Affairs on behalf of Improvement District No. 222 shall pay to Parkland all property taxes, mobile unit license fees, utility rates and other fees and charges which are owing to Parkland in respect of lands, properties, mobile units and utility services within the Annexed Lands together with any lawful penalties and costs levied thereon in respect of any such property taxes, mobile units, license fees, utility rates and other fees and charges which amount to ONE HUNDRED EIGHTY FIVE THOUSAND, ONE HUNDRED SEVEN DOLLARS AND SIXTY THREE ($185,107.63) CENTS.

4. The parties hereto shall with reasonable diligence do all things and provide reasonable assurances as may be required to consummate the transactions contemplated herein, and each party hereto shall provide such further documents or instruments required by the other parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions whether before or after the date of execution of this Agreement.

5. Upon the execution of this Agreement by the parties hereto, this Agreement shall become effective as of the 31st day of December, A.D. 1987.

IN WITNESS WHEREOF Parkland and the Minister of Municipal Affairs have executed and delivered these presents as of the day and year first above written.

COUNTY OF PARKLAND NO. 31

Per: _____

Per: _____

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the MINISTER OF MUNICIPAL AFFAIRS

_____

Schedule "A"

EMPLOYEE AND TAX ARREARS PAYMENT AGREEMENT

MEMORANDUM OF AGREEMENT entered into as of the 31st day of December, A.D. 1987.

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the laws of the Province of Alberta, (hereinafter referred to as "Parkland"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the Minister of Municipal Affairs (hereinafter referred to as "the Minister of Municipal Affairs"),

OF THE SECOND PART,

WHEREAS the Lieutenant Governor in Council by Order in Council has constituted Improvement District No. 222 and by a further Order in Council has annexed to the said Improvement District from Parkland those lands which are described on Schedule "A" hereto (hereinafter referred to as "the Annexed Lands") effective December 31, 1987; and

WHEREAS, subject to the exceptions described in the Improvement District Act, R.S.A. 1980 c.I-1, the Minister of Municipal Affairs is responsible for the management and the administration of Improvement District No. 222; and

WHEREAS the Minister of Municipal Affairs, Her Majesty the Queen in Right of the Province of Alberta as represented by the Minister of Transportation and Utilities and Parkland have entered into an

Agreement as of the 31st day of December, A.D. 1987 (hereinafter referred to as "the Servicing Agreement") under which Parkland has agreed to continue to make available and supply certain services to the Annexed Lands; and

WHEREAS the Minister of Municipal Affairs and Parkland now wish to provide for the orderly transfer and the continued employment of certain employees of Parkland who have been providing or will be providing services to the Annexed Lands and for the payment by the Minister of Municipal Affairs to Parkland of amounts owing to Parkland for taxes, fees and utility rates and charges from the Annexed Lands, all on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree, save as otherwise provided, with each other as follows:

ARTICLE 1

PARKLAND EMPLOYEES

1.1 The Minister of Municipal Affairs acknowledges and agrees that Parkland, in providing services to the Annexed Lands and the residents of the Annexed Lands, has used, along with other employees of Parkland, and will continue to use, those employees of Parkland listed on Schedule "B", who presently hold the positions with Parkland described on Schedule "B".

1.2 The Minister of Municipal Affairs shall:

(a) Use his reasonable best efforts to cause the Act or Order in Council, as the case may be, which incorporates all or any portion of the Annexed Lands into a municipal district or any other form of municipal authority to provide that all of the employees of Parkland listed in Schedule "B", who occupy the positions described on Schedule "B" on Termination Date of the Servicing Agreement, each shall continue as an employee of the said municipal district or other municipal authority with similar positions and equivalent salary; or

(b) In the event that the Act or Order in Council, as the case may be, incorporating all or a portion of the Annexed Lands into a municipal district or other form of municipal authority, does not provide for the employment, on or before July 1, 1988, of all of the employees of Parkland described in Schedule "B" under subclause 1.2(a) of this clause, the Minister shall, on or before the Termination Date of the Servicing Agreement, offer each employee of Parkland, who on the date the said offer is made, occupies each of the said positions listed on Schedule "B", employment with Improvement District No. 222, with similar positions and equivalent salary, as each employee is employed by Parkland on the Termination Date; or

(c) In the event that one or more of the employees of Parkland shall refuse the offer of employment by the Minister as provided for

in subclause 1.2(b), the Minister shall indemnify and shall save Parkland harmless from all costs, damages, losses and expenses incurred by Parkland arising out of the termination or relocation of any employee of Parkland due to the refusal of one or more of the said employees of Parkland to accept such employment as offered by the Minister, such indemnity to include all legal fees and disbursements on a solicitor and client basis. Parkland shall consult with the Minister or his designated representative before entering into any settlement arrangement with any employee.

ARTICLE 2

TAXES, MOBILE UNIT LICENSE FEES AND UTILITY RATES

2.1 On or before March 31, 1988, the Minister of Municipal Affairs on behalf of Improvement District No. 222 shall pay to Parkland all property taxes, mobile unit license fees, utility rates and other fees and charges which are owing to Parkland at December 31, 1987 in respect of lands, properties, mobile units and utility services within the Annexed Lands together with any lawful penalties and costs levied thereon in respect of any such property taxes, mobile units, license fees, utility rates and other fees and charges which on December 31, 1987 amounted to TWO HUNDRED SEVEN THOUSAND FOUR HUNDRED FIFTY THREE DOLLARS AND SIXTY SIX ($207,453.66) CENTS less any portion of the said amount collected by Parkland subsequent to December 31, 1987.

ARTICLE 3

ARBITRATION

3.1 Any dispute which arises between the parties concerning any matter in this Agreement shall be referred to arbitration pursuant to the Arbitration Act of Alberta, subject to the following modifications:

(a) There shall be one (1) arbitrator appointed. If the parties are unable to agree upon an arbitrator to be appointed, then either party may, on notice to the other, apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator.

(b) The arbitrator so appointed shall have the power to obtain the assistance, advice or opinion of any engineers, architects, surveyors, appraisers, valuators or such other experts as the arbitrator may think fit and shall have the discretion to act upon any such assistance, advice or opinions so obtained.

(c) The said arbitrator shall have a complete discretion to award the costs of the arbitration to either or both of the parties in such ratios or amounts as the said arbitrator may in his absolute discretion consider proper and just in the circumstances.

(d) The decision of the arbitrator so appointed shall be final and shall be binding upon the parties to this Agreement without any further right of appeal to any other tribunal or agency.

ARTICLE 4

NOTICES

4.1 All notices hereunder shall be valid and effective if personally delivered to or given by mail by registered letter, postage prepaid (unless at the time or within 48 hours thereof there shall be a general disruption in the postal service, in which case, service shall be by delivery only), addressed:

In the case of Parkland to the attention of the County Commissioner:

4601 - 48 Street
Stony Plain, Alberta
T0E 2G0

In the case of the Minister of Municipal Affairs:

c/o Deputy Minister of Municipal Affairs
9th Floor Jarvis Building
9925 - 107 Street
Edmonton, Alberta
T5K 2H9

and if mailed, shall be deemed to have been effectively given five (5) business days after mailing and, if delivered, shall be deemed to have been given on the date on which it was delivered. Any party may change its address for receipt of notice by giving notice of its new address to the other party or parties as herein contemplated.

ARTICLE 5

MISCELLANEOUS

5.1 Parkland shall be entitled to rely upon the approvals, agreements and commitments made by the designated representatives of the Minister of Municipal Affairs and the Minister of Municipal Affairs undertakes to be bound by the approvals and commitments made on his behalf by his respective representative or representatives. For the purposes of this Agreement the designated representatives of the Minister of Municipal Affairs are as follows:

Mr. John McGowan - Executive Director of Municipal Services Branch
Mr. Tom Forgrave - Assistant Deputy Minister of Municipal Administrative Services Division
Mr. Archie Grover - Deputy Minister of Municipal Affairs

5.2 This Agreement shall not be assignable by Parkland or either Minister without the consent in writing of the other parties.

5.3 The parties hereto shall with reasonable diligence do all things and provide reasonable assurances as may be required to consummate the transactions contemplated herein, and each party hereto shall provide such further documents or instruments required by the other parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions whether before or after the Effective Time.

5.4 This Agreement supersedes all understandings, oral or written, by and between any of the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF Parkland and the Minister of Municipal Affairs have executed and delivered these presents as of the day and year first above written.

COUNTY OF PARKLAND NO. 31

Per: _____

Per: _____

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the MINISTER OF MUNICIPAL AFFAIRS

_____

SCHEDULE "A"

ANNEXED LANDS

Commencing at the northeast corner of Township 50, Range 6, West of the 5th Meridian, thence Westerly along the north boundaries of Township 50, Range 6, West of the 5th Meridian, Township 50, Range 7, West of the 5th Meridian, and Township 50, Range 8, West of the 5th Meridian, to the intersection with the right bank of the Pembina River, thence generally southerly along the said right bank to the intersection with the north boundary of section 21 in Township 50, Range 8, West of the 5th Meridian, thence Westerly along the north boundaries of sections 21, 20 and 19 in Township 50, Range 8, West of the 5th Meridian, and sections 24, 23, 22 and in Township 50, Range 9, West of the 5th Meridian, to the intersection with the West boundary of said section 22 in Township 50, Range 9, West of the 5th Meridian, thence southerly along the west boundaries of section 22 and section 15, in Township 50, Range 9, West of the 5th meridian to the intersection with the north boundary of section 9 in Township 50, Range 9, West of the 5th Meridian, thence Westerly along the north boundaries of sections 9, 8 and 7 in Township 50, Range 9, West of the 5th Meridian, and sections 12, 11, 10, 9, 8 and 7 in Township 50, Range 10, West of the 5th Meridian, to the intersection with the West boundary of Township 50, Range 10, West of the 5th Meridian, thence southerly along the West boundaries of Townships 50 and 49, Range 10, West of the 5th meridian, to the southwest corner of said Township 49, Range 10, West of the 5th Meridian, thence easterly along the south boundary of said Township 49, Range 10, West of the 5th Meridian, to the intersection with the northwest corner of section 34 in Township 48, Range 10, West of the 5th Meridian, thence southerly along the West boundaries of sections 34, 27, 22, 15 and 10 in Township 48, Range 10, West of the 5th meridian, to the southwest corner of said section 10 in Township 48, Range 10, West of the 5th Meridian, thence easterly along the south boundary of said section 10 in Township 48, Range 10, West of the 5th Meridian, to the northwest corner of section 2 in Township 48, Range 10, West of the 5th meridian, thence southerly along the West boundaries of section 2 in Township 48, Range 10, West of the 5th Meridian, and sections 35, 26, 23 and 14 in Township 47, Range 10, West of the 5th Meridian, to the southwest corner of said section 14 in Township 47, Range 10, West of the 5th Meridian, thence easterly along the south boundaries of sections 14 and 13 in Township 47, Range 10, West of the 5th Meridian, and sections 18, 17, 16, 15 and 14 in Township 47,Range 9, West of the 5th Meridian, to the intersection with the right bank of the North Saskatchewan River, thence generally northerly and easterly along the said right bank to the intersection with the east boundary of Township 50, Range 6, West of the 5th Meridian, thence northerly along the said east boundary of Township 50, Range 6, West of the 5th Meridian, to the point of commencement.

SCHEDULE "B"

	POSITION	INCUMBENT
	PERMANENT	
1.	Office Manager	L. Kjorlien
2.	Secretary/Clerk	S. Barager
3.	Office Caretaker	E. Smith
4.	Caretaker-Shop	E. Anderson
5.	Agriculture Fieldman	R. Woloshyn
6.	West Area Supervisor	E. Haykowski
7.	Police Secretary	A. Schmidt
8.	Area Foreman	J. Mikulin
9.	Sub Foreman	E. Bacon
10.	Construction Foreman	A. Buckler
11.	Gravel Foreman	K. James
12.	Foreman	L. Fagervold
13.	Mechanic	W. Dunnington
14.	Mechanic	F. Newberry
15.	Welder	D. Rhine
16.	Shop Help	D. Schenk
17.	Shop Office Clerk	D. Bartley
18.	Truck Driver	K. Olson
19.	Truck Driver	L. Kratchmer
20.	Grader Operator	H. Smithinsky
21.	Grader Operator	K. Gladstone
22.	Grader Operator	C. Kelly
23.	Grader Operator	R. Doucette
24.	Gradall Operator	L. Woloszyn
25.	Backhoe/Bobcat Operator	T. Fleming
26.	Loader Operator	W. Tucker
27.	Labourer	D. Still
	SEASONAL	
1.	Const. Equipment Operator	D. Bailey
2.	Const. Equipment Operator	M. Spring
3.	Const. Equipment Operator	K. Vanderleest
4.	Const. Equipment Operator	R. Woloszyn
5.	Labourer	L. Legas
6.	Const. Foreman Helper	B. Webster
7.	Const. Equipment Operator	A. Woloszyn

DATED: December 31, A.D. 1987

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN in the right
of the Province of Alberta, as
represented by the Minister of Municipal
Affairs (hereinafter referred to as "the
Minister of Municipal Affairs"),

OF THE SECOND PART.

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EMPLOYEE AND TAX ARREARS PAYMENT AGREEMENT

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REYNOLDS, MIRTH, RICHARDS & FARMER
BARRISTERS AND SOLICITORS
3200 MANULIFE PLACE
10180 - 101 STREET
EDMONTON, ALBERTA
T5J 3W8

FILE NO: 57,824-005

DATED: A.D. 1988

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN in the right
of the Province of Alberta, as
represented by the Minister of Municipal
Affairs (hereinafter referred to as "the
Minister of Municipal Affairs"),

OF THE SECOND PART.

==========

EMPLOYEE AND TAX ARREARS PAYMENT AMENDMENT AGREEMENT

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REYNOLDS, MIRTH, RICHARDS & FARMER
BARRISTERS AND SOLICITORS
3200 MANULIFE PLACE
10180 - 101 STREET
EDMONTON, ALBERTA
T5J 3W8

FILE NO: 57,824-005