

THIS AGREEMENT MADE THIS 17TH DAY OF APRIL 1996.

BETWEEN:

THE CITY OF EDMONTON

and -

THE BOARD OF TRUSTEES OF EDMONTON SCHOOL DISTRICT NO. 7

- and -

**THE BOARD OF TRUSTEES OF EDMONTON ROMAN CATHOLIC
SEPARATE SCHOOL DISTRICT NO. 7**

A- It is the responsibility of the City, through its Department of Parks and Recreation to plan, develop, construct, operate and maintain park and recreational land and facilities in the City of Edmonton, for recreational purposes and to organise and administer public recreational programs.

B. It is the responsibility of the Public Board and the Separate Board to develop and deliver educational programs and provide the necessary facilities and sites for these programs.

C. The parties support, to the extent possible, the extension of their services to the total community and encourage co-operation and co-ordination among the community to better meet the educational and recreational needs of the citizens of the City of Edmonton.

D. The parties wish to use their resources and facilities for the maximum benefit of the citizens of the City of Edmonton and to accomplish this goal the parties desire to enter into this Agreement.

IN CONSIDERATION OF the entering into of this Agreement by the City and the Boards, the City and the Boards agree as follows:

1. **DEFINITIONS**

1.1 In this Agreement unless there is something in the subject matter or context inconsistent therewith:

1.1.1 "Agreement" means this Agreement and Schedules "A", "B", "C" and "D" to this Agreement;

1.1.2 "Board" means the Public Board or the Separate Board, as the case may be;

1.1.3 "Boards" means the Public Board and the Separate Board collectively;

1.1.4 "City" means The City of Edmonton, a municipal corporation, and its successors and assigns;

1.1.5 "City Council" means the municipal council of the City of Edmonton;

1.1.6 "City Manager" means the chief administrative officer of the City;

1.1.7 "City Representative" means the City Manager, or their designate;

- 1.1.8 "City Transferred Land" means land which is contained within the City's boundaries and which was on or after the Effective Date, acquired by a Board from the City for nominal consideration and by means other than statutory dedication, pursuant to the Municipal Government Act S.A 1994 Ch. M-26.1 as amended or any predecessor or successor legislation, but does not include Non-Reserve Land;
- 1.1.9 "Department" means the Parks and Recreation Department of the City;
- 1.1.10 "Depreciated Value" means the value of the improvements based on what similar improvements would cost to be reproduced, then depreciated for physical, functional or locational reasons;
- 1.1.11 "Effective Date" means the 1st day of October, 1995;
- 1.1.12 "Hazardous Substances" means and includes but is not limited to, petroleum products and byproducts, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous materials, hazardous chemicals, or hazardous substances as defined in any federal, provincial or municipal legislation;
- 1.1.13 "Joint Use Committees" means the Site Planning and Facility Design Committee, the School and Recreation Facilities Committee and the Sportsfield Committee, all of which report through the Steering Committee, as established pursuant to Article 5;
- 1.1.14 "Neighbouring Land" means all parcels of land (other than Public Land) any part of which is within Fifty (50) meters from the nearest boundary of Surplus Non-Reserve Land being valued for the purpose of Article 6;

- 1.1.15 "Non-Reserve Land" means land contained within the City's boundaries and which was on or after the Effective Date, owned or acquired by a Board for a School Site, by means other than statutory dedication, pursuant to the Municipal Government Act S.A 1994 Ch.- M-26.1 as amended or any predecessor or successor legislation and which is listed in the attached Schedule "A";
- 1.1.16 "Parks and Recreation Site(s)" means public parks and public recreational lands and facilities thereon and being listed in the attached Schedule "B", which list may be amended from time to time by the mutual agreement of the City and the Boards;
1. 1. 17 "Previous Agreement" means that certain written agreement between the City and the Boards and dated the 2nd day of July, 1980 as amended by that certain written agreement between the City and the Boards and dated the 16th day of October, 1980;
- 1.1.18 "Public Board" means the Board of Trustees of Edmonton School District No. 7;
- 1.1.19 "Public Board Representative" means the Superintendent of the Public Board, or their designate;
- 1.1.20 "Public Land" means Reserve Land or land owned by a Federal, Provincial, Municipal or other government or any agency of any of them or by a Crown Corporation, any part of which is within Fifty (50) meters of the nearest boundary of Reserve Land being valued for the purpose of this Agreement;
- 1.1.21 "Reserve Land" means land contained within the City's boundaries and which was on or after the Effective Date dedicated to the City or to the City and either or both Boards or purchased by the City or by the City and either or both Boards with reserve funds, for public parks, recreational areas or schools but does not include environmental reserve as defined in the Municipal Government Act S.A 1994 Ch. M-26.1 as amended or any predecessor or successor legislation;

1. 1.22 "School Building" means a building which is situated on School Building Land and which is designed for the instruction or accommodation of pupils for educational purposes;
1. 1.23 "School Building Land" means land acquired by a Board from the City on which a School Building is situated, and includes all that land located within the front and side yards of the School Building and the land located within approximately Fifteen (15) meters from the School Building, but for the purposes of ascertaining the purchase price as required by Articles 6 and 7 shall not be considered as including a School Building;
1. 1.24 "School Playing Field" means land which is situated on a School Site and is acquired by a Board for outdoor athletic, sporting and educational purposes and used by the Board for such purposes;
- 1.1.25 "School Site(s)" means lands acquired by a Board and upon which has been constructed a School Building and/or a School Playing Field;
- 1.1.26 "Separate Board" means the Board of Trustees of the Edmonton Roman Catholic Separate School District No. 7;
- 1.1.27 "Separate Board Representative" means the Superintendent of the Separate Board, or their designate;
- 1.1.28 "Servicing Costs" means the total cost to the City of the servicing of the Reserve Land with public utilities, including the City's carrying charges;
- 1.1.29 "Steering Committee" means the committee consisting of two members from the Department as appointed by the City Representative and two members each from the Boards as appointed by the Public Board Representative and the Separate Board Representative, respectively;

D. EFFICIENCY AND EFFECTIVENESS That the resources of the three parties and User Groups be efficiently used and extended for the maximum benefit of the community.

E. SHARED COST That costs associated with the Agreement be fairly shared among the three parties to the Agreement. User Groups may have to participate in basic operating costs of facilities, and will be offered the opportunity to purchase or supply enhanced levels of service and to participate in capital improvements.

F. EQUAL PARTNERSHIP That there be an equal partnership among the three parties to the Agreement.

G. RESERVE DEDICATION That all Reserve Land and funds generated in lieu of Reserve Land be used solely for the purposes of School Sites and Parks and Recreation Sites.

In recognition of these principles, each party agrees to honour the principles of this Agreement and in particular, the Joint Recommendations set out in the attached Schedule "C". In such regard, and in recognition of the importance of the co-operation of the parties, the parties agree to act openly, fairly, bona fide and in the utmost good faith with each other and accordingly agree, from time to time, as far as each may legally do so, to execute and deliver to each other such documentation and do such acts as may be required to reasonably carry out the principles of this Agreement.

4. JOINT USE

4.1 The City and the Boards acknowledge that it is the shared goal of the parties to ensure that the School Sites and the Parks and Recreation Sites are made available for the use and enjoyment of the citizens of the City of Edmonton and that the School Sites and the Parks

and Recreation Sites are accessible to the public. In order to achieve this shared goal, the parties agree that:

- 4.1.1 the User Groups shall have direct access to Parks and Recreation Sites including, but not limited to fitness, aquatics, children and youth activity programs, child care, individual work-out activity, racquet sports and leadership development in the Parks and Recreation Sites;
- 4.1.2 the City and the Boards, in consultation with the Joint Use Committees shall set up an integrated booking system for the use by the User Groups of all School Sites during non-school use hours and Parks and Recreation Sites;
- 4.1.3 the City and the Boards, in consultation with the Joint Use Committees, shall be responsible for making decisions regarding user fees for the use by the User Groups of all School Sites and Parks and Recreation Sites;
- 4.1.4 excepting for School Building Land, the City shall be responsible for the maintenance of the School Playing Field and Parks and Recreation Sites in accordance with maintenance standards developed by and acceptable to the City and the Boards in consultation with the User Groups;
- 4.1.5 the City shall provide the User Groups with the opportunity to request from the City a higher level of maintenance for a particular School Playing Field and Parks and Recreation Sites and the difference between the maintenance standards developed by the City and the Boards pursuant to Section 4.1.4 and the requested higher level of maintenance shall be at the cost of the User Groups;
- 4.1.6 the Boards shall be responsible for the maintenance of the School Building Land;

5. **JOINT USE COMMITTEES**

Joint Use Committees

5.1 In order to ensure that the principles of this Agreement as stated in Article 3 are carried out in the manner required by this Agreement, there shall be constituted the Joint Use Committees which shall commence to meet within ninety (90) days of the Effective Date and continue until mutually terminated by the City and the Boards.

Steering Committee

5.2 The Steering Committee shall be responsible for providing recommendations to the parties on the carrying out of the provisions of this Agreement and in particular, the principles of this Agreement as stated in Article 3. In order to assist the Steering Committee in carrying out its mandate, the Site Planning and Facility Design Committee, the School and Recreation Facilities Committee and the Sportsfield Committee shall be established by the parties, within ninety (90) days of the Effective Date. The duties and mandate of these Committees shall be determined by the Steering Committee. The membership of these Committees shall be determined by the Steering Committee but at least one member of the Steering Committee must be a member of each of these Committees.

Annual Report

5.3 The Steering Committee shall prepare and deliver to the City Representative, the Public Board Representative and the Separate Board Representative a report which shall include the annual reports of the Site Planning and Facility Design Committee, the School and Recreation Facilities Committee and the Sportsfield Committee and which shall also include the recommendations of the Steering Committee regarding the past year's activities and setting out priorities for the future.

Steering Committee Mandate

5.4 The Steering Committee members shall determine the meeting frequency necessary to accomplish their mandate. Chairmanship of the Steering Committee shall alternate as determined by the Steering Committee. The Steering Committee shall on a regular basis, communicate to the User Groups any changes to this Agreement and in particular, the principles of this Agreement as stated in Article 3.

Dispute

5.5 In the event of a dispute between the members of the Steering Committee on an item of business which was before the Steering Committee, the chairman of the Steering Committee shall refer the item in dispute to the City Representative, the Separate Board Representative and the Public Board Representative, who shall resolve the item in dispute within Thirty (30) days of such reference. Should the City Representative, the Separate Board Representative and the Public Board Representative fail to resolve the item in dispute within Thirty (30) days of such reference, then the item in dispute shall be resolved in accordance with the dispute resolution provisions contained in Schedule "D".

6. SURPLUS NON-RESERVE LAND

Declare Surplus and first right to purchase

6.1 In the event that a Board shall declare a Non-Reserve Land surplus, the Board shall provide the City with written notice and shall grant to the City the first right to purchase the Surplus Non-Reserve Land. The first right to purchase the Surplus Non-Reserve Land, may be exercised by the City delivering a written notice to the Board not later than One Hundred Eighty (180) days or such later period of time as is acceptable to the Board, of receipt of the written notice from the Board, failing which the first right to purchase shall be of no further force or effect.

Exercise of first right to purchase

6.2 In exercising the first right to purchase as granted to the City pursuant to Section 6.1, the City and the Board shall determine as to whether such exercise is to apply to the whole of the Surplus Non-Reserve Land or a portion thereof. In the event that the exercise of the City's first right to purchase is to pertain only to a portion of the Surplus Non-Reserve Land, then the Board shall at the equal cost of the Board and the City, take all required steps to obtain the required subdivision of the Surplus Non-Reserve Land within One Hundred Twenty (120) days after the date of the delivery of the written notice by the City in accordance with Section 6.1. Should the Board fail to obtain the required subdivision of the Surplus Non-Reserve Land within the time required, then at the City's option, the City may, within Ninety (90) days after the date of the Board's failure to obtain the required subdivision, have the right to exercise its first right to purchase in regards to the whole of the Surplus Non-Reserve Land.

Purchase Price

6.3 The purchase price to be paid by the City for the Surplus Non-Reserve Land shall be determined in accordance with the following:

6.3.1 the value of the School Playing Field and the School Building Land shall be based upon the market value of the Neighbouring Land; and

6.3.2 The value of the School Building shall be its Depreciated Value.

The purchase price for the Surplus Non-Reserve Land shall be determined by the Board within One Hundred Twenty (120) days of the Board declaring the Surplus Non-Reserve Land surplus. Should the City and the Board fail to agree on the purchase price for the Surplus Non-Reserve Land then the dispute shall be resolved in accordance with the dispute resolution provisions contained in Schedule "D".

Terms of the Agreement of Purchase and Sale

6.4 Upon the exercise by the City of the first right to purchase the Surplus Non-Reserve Land, as provided in Sections 6.1 and 6.2, the following shall be the terms of the Agreement of Purchase and Sale for the Surplus Non-Reserve Land:

6.4.1 The closing date shall be Ninety (90) days after the date of the delivery of the written notice by the City in accordance with Section 6.1;

6.4.2 The purchase price shall be paid on the closing date, subject to the usual adjustments on the sale of real property;

6.4.3 On or before the closing date, the Board shall transfer to the City the title to the Surplus Non-Reserve Land, free of all mortgages, liens, charges, encumbrances, instruments, or any other registrations that the Board has registered or caused to be registered against the title to the Surplus Non-Reserve Land; and

6.4.4 Vacant possession of the Surplus Non-Reserve Land shall be given on the closing date.

Failure to exercise the first right to purchase

6.5 In the event that the City fails to exercise the first right to purchase the Surplus Non-Reserve Land as provided in Sections 6.1 and 6.2, then the Board may dispose of the Surplus Non-Reserve Land and may at its discretion, apply to City Council for the passage of a bylaw redistricting the Surplus Non-Reserve Land from its current land use designation to an appropriate land use designation. In applying to City Council for the passage of a redistricting bylaw, the Board shall exercise proper and reasonable development and planning principles and shall take into consideration the land use designation of the Neighbouring Land.

Refusal to pass redistricting bylaw

6.6 In accordance with the procedures as stipulated by the Municipal Government Act S.A 1994 Ch. M-26.1 as amended or any predecessor or successor legislation, should City Council:

6.6.1 refuse to pass the redistricting bylaw as requested by the Board pursuant to Section 6.5, or

6.6.2 refuse to pass a bylaw which shall redistrict the Surplus Non-Reserve Land from its current land use designation to a land use designation which shall permit the Surplus Non-Reserve Land to be developed for residential, commercial or industrial uses, or

6.6.3 direct that the Surplus Non-Reserve Land be designated or retained for a public park, public recreation ground or other similar purpose,

then in any such case, the City shall purchase the Surplus Non-Reserve Land in the manner stated in Sections 6.3 and 6.4.

Hazardous Substances

6.7 Notwithstanding any other term or condition contained in this Agreement, should a Board declare a Non-Reserve Land surplus pursuant to Section 6.1, then at such time the Board shall warrant to the City, that to the best of its knowledge, the Board, its employees, contractors or agents have not deposited, placed or brought onto the Surplus Non-Reserve Land any Hazardous Substances, nor to the best of its knowledge, is the Board aware of the existence of any Hazardous Substances in, on or under the Surplus Non-Reserve Land. The Board shall not be required to give such warranty to the City in cases of Surplus Non-Reserve Land which is known by the Board to have been contaminated with Hazardous Substances and in such cases, the Board shall provide the City with the details of the contamination.

Environmental Tests and Studies

6.8 The City shall have the right during the time period permitted to exercise the first right to purchase the Surplus Non-Reserve Land as provided in Section 6.1, to enter the Surplus Non- Reserve Land for the purposes of carrying out environmental tests and studies. If after the City carries out such environmental tests and studies, it is disclosed to the City that the Surplus Non-Reserve Land has been contaminated with Hazardous Substances by parties other than the City, then at the option of the Board, the Board shall at its sole cost, remediate the Surplus Non-Reserve Land to standards as set by the relevant governmental authority. The required remediation to be completed by the Board prior to the expiry of the time period for the exercise of the first right to purchase the Surplus Non-Reserve Land as provided in Section 6.1, and failing such remediation by the Board, the City shall not be required to purchase the Surplus Non-Reserve Land in the manner stated in Section 6.6.

7. **SURPLUS RESERVE LAND**

Declare Surplus and first right to purchase

7.1 In the event that a Board shall declare a Reserve Land surplus, then the Board shall provide the City with written notice and shall grant to the City the first right to purchase the Surplus Reserve Land. The first right to purchase the Surplus Reserve Land, may be exercised by the City delivering a written notice to the Board not later than One Hundred Eighty (180) days or such later period of time as is acceptable to the Board, of receipt of the written notice from the Board, failing which the first right to purchase shall be of no further force or effect.

Exercise of first right to purchase

7.2 In exercising the first right to purchase as granted to the City pursuant to Section 7.1, the City and the Board shall determine as to whether such exercise is to apply to the whole of

the Surplus Reserve Land or a portion thereof. In the event that the exercise of the City's first right to purchase is to pertain only to a portion of the Surplus Reserve Land, then the Board shall at the equal cost of the Board and the City, take all required steps to obtain the required subdivision of the Surplus Reserve Land within One Hundred Twenty (120) days after the date of the delivery of the written notice by the City in accordance with Section 7.1. Should the Board fail to obtain the required subdivision of the Surplus Reserve Land within the time required, then at the City's option and within ninety (90) days of written request by the City to the Board, the Board shall transfer to the City, or if title remains vested in the City, quit claim to the City, the title to the whole of the Surplus Reserve Land.

Purchase of Playing Field

7.3 In the event that the exercise of the City's first right to purchase is to pertain only to the Playing Field portion of Surplus Reserve Land and not the School Building Land portion, then the Board shall place the School Building Land portion on the open market for sale at market value. In the event that the Board shall sell the School Building Land portion, then the Board shall within Sixty (60) days of receipt of the total purchase price for the School Building Land portion, pay to the City that portion of the total purchase price which represents the value of the School Building Land portion, less the City's share of the costs incurred by the Board in the sale of the School Building Land and being all costs associated with reserve removal redistricting, commissions, appraisals, permits and fees and such other costs as the City and the Board shall mutually agree; the City's share of such costs to be determined by calculating the percentage that the portion of the purchase price for the School Building Land relates to the total purchase price. The portion of the purchase price which represents the School Building portion shall be retained by the Board.

Purchase Price

7.4 The purchase price to be paid by the City for the Surplus Reserve Land shall be determined in accordance with the following:

7.4.1 the value of the School Playing Field and the School Building Land shall be One Dollar (\$1.00); and

7.4.2 the value of the School Building shall be its Depreciated Value,

7.4.3 the purchase price for the Surplus Reserve Land shall include an amount equal to the total Servicing Costs which are associated with the Surplus Reserve Land and which have been paid by the Board to the City.

The purchase price for the Surplus Reserve Land shall be determined by the Board within One Hundred Twenty (120) days of the Board declaring the Surplus Reserve Land surplus. Should the City and the Board fail to agree on the purchase price for the Surplus Reserve Land then the dispute shall be resolved in accordance with the dispute resolution provisions contained in Schedule "D".

Terms of the Agreement of Purchase and Sale

7.5 Upon the Board declaring surplus a Surplus Reserve Land the Board shall transfer, or if title remains vested in the name of the City, quit claim to the City the title to the Surplus Reserve Land in the manner determined by the City pursuant to Section 7.1, in accordance with the following:

7.5.1 The closing date shall be Sixty (60) days after the date of the delivery of the written notice by the City of its determination in accordance with Section 7.1;

7.5.2 The purchase price for the Surplus Reserve Land shall be paid to the Board on the closing date;

7.5.3 All adjustments normally made on a sale of real property in regards to the Surplus Reserve Land shall be made on the closing date;

7.5.4 On or before the closing date, the Board shall transfer to the City, or if title remains vested in the name of the City, then the Board shall quit claim to the City the title to the Surplus Reserve Land, free of all mortgages, liens, charges, encumbrances, instruments, or any other registrations that the Board has registered or caused to be registered against the title to the Surplus Reserve Land; and

7.5.5 Vacant possession of the Surplus Reserve Land shall be given on the closing date.

Surplus Reserve Land with no School Building

7.6 All Surplus Reserve Land which shall be transferred or quit claimed to the City pursuant to Section 7.5 and which does not contain a School Building shall, upon the closing date stated in Section 7.5.1 become the absolute property of the City. Upon the sale by the City of such Surplus Reserve Land, all proceeds from the sale shall be used by the City in the manner stated in Section 8.1.

Hazardous Substances

7.7 Notwithstanding any other term or condition contained in this Agreement, should a Board declare a Reserve Land surplus pursuant to Section 7.1, then at such time the Board shall warrant to the City, that to the best of its knowledge, the Board, its employees, contractors or agents have not deposited, placed or brought onto the Surplus Reserve Land any Hazardous Substances, nor to the best of its knowledge, is the Board aware of the existence of any Hazardous Substances in, on or under the Surplus Reserve Land. The Board shall not be required to give such warranty to the City in cases of Surplus Reserve Land which is known by

the Board to have been contaminated with Hazardous Substances and in such cases, the Board shall provide the City with the details of the contamination.

Environmental Tests and Studies

7.8 The City shall have the right during the time period permitted to exercise the first right to purchase the Surplus Reserve Land as provided in Section 7.1, to enter the Surplus Reserve Land for the purposes of carrying out environmental tests and studies.

8. PLANNING PROCESS

Reserve Land and moneys paid in lieu of Reserve Land

8.1 All residential Reserve Land, moneys paid to the City from the sale of residential Reserve Land and moneys paid to the City in lieu of residential Reserve Land, shall be used solely for the purposes of the acquisition and construction of Parks and Recreation Sites and the acquisition of the land required for School Sites and the construction of School Playing Fields. The costs associated with the planning, design and construction of School Playing Fields shall be the shared responsibility of the City and the Boards, with the respective share of such costs to be mutually agreed to by the City and the Boards.

Planning and development of Reserve Land

8.2 In the planning of the development of lands within the boundary of the City of Edmonton, the City and the Boards shall take into consideration:

8.2.1 the provision of connectors between School Sites and Parks and Recreation Sites and public transportation;

8.2.2 the retaining of natural areas on School Sites and Parks and Recreation Sites; and

8.2.3 community facilities that may be developed as part of a School Building.

Joint Ownership

8.3 The City and the Boards shall consider the feasibility of the concept of the joint ownership of School Sites and Parks and Recreation Sites by the City and the Boards.

Division of Reserve Land

8.4 In residential subdivisions where the City is entitled to have Reserve Land dedicated to it, the City shall use its best efforts to satisfy the land requirements of the Boards, as described in a statutory plan or outline plans approved by the Municipal Council of the City. The land requirements of the Boards shall be satisfied by the City transferring to the Boards, in the manner and at the time specified in Section 8.5, no more than Seventy per cent (70%) of all of the Reserve Land which the City is entitled to receive by dedication within the area covered by the statutory plan or outline plan, in the following percentages:

8.4.1 to the Public Board 50%; and

8.4.2 to the Separate Board 20%.

Time of Conveyance and Price of Reserve and Non-Reserve Land

8.5 Upon the request of a Board and upon the Board having resolved to proceed with the development of a School Site the City shall sell and transfer to the Board the Reserve Land to which the Board is entitled pursuant to this Agreement at a purchase price which shall be equal to the amount of the Servicing Costs for the Reserve Land which is to be transferred by the City to the Board.

Warranty

8.6 At the time of the transfer of Reserve Land pursuant to Section 8.5, the City shall warrant to the Board, that to the best of its knowledge, the City, its employees, contractors or agents have not deposited, placed or brought onto the Reserve Land any Hazardous Substances, nor to the best of its knowledge, is the City aware of the existence of any Hazardous Substances in, on or under the Reserve Land. Notwithstanding the foregoing, the City shall not be required to warrant that it is not aware of the existence of any Hazardous Substances in, on or under the Reserve Land, in cases of Reserve Land which is known by either the City or the Board to have been contaminated with Hazardous Substances. In cases of such contamination, the City and the Board shall provide each other with the details of the contamination and the City shall not be obligated to remediate the Reserve Land prior to its transfer pursuant to Section 8.5 and the Board shall not be obligated to acquire the Reserve Land pursuant to Section 8.5.

9. TERMINATION, REVIEW, AMENDMENT AND PREVIOUS AGREEMENT

Termination

9.1 This Agreement may be terminated upon the mutual written agreement of the City and the Boards. After the expiry of Ten (10) years from the Effective Date, this Agreement may be terminated by either the City or the Boards.

Review

9.2 This Agreement shall be reviewed by the City and the Boards every Ten (10) years from the Effective Date. Either party to this Agreement may at any time request a review of this Agreement and all parties shall agree to such review.

Modification or amendment

9.3 This Agreement shall not be modified, varied or amended except by the written agreement of the City and the Boards.

Previous Agreement

9.4 From and after the Effective Date, the Previous Agreement shall be deemed to have been mutually terminated by the City and the Boards and of no further force and effect.

10. NON-MERGER

10.1 It is expressly agreed to by the City and the Boards that the terms, conditions and covenants herein contained shall continue beyond the closing of the sale of the Surplus Non-Reserve Land or Surplus Reserve Land to the City, as the case may be, and accordingly, they shall not merge, with the transfer of the Surplus Non-Reserve Land or Surplus Reserve Land to the City, as the case may be.

11. NON-WAIVER

11.1 The waiver of any covenants, condition or provision hereof must be in writing. The failure of any party, at any time, to require strict performance by the other party of any covenant, condition or provision hereof shall in no way affect such party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

12. NON-STATUTORY WAIVER

12.1 The City in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the Municipal Government Act, S.A- 1994 Ch. M- 26.1, and any amendments thereto and any other Act in force in the

Province of Alberta. The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the City, its Municipal Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

12.2 The Board in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the School Act, R.S.A 1980 Ch. S-3.1, and any amendments thereto and any other Act in force in the Province of Alberta. The Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

13. ADDRESSES FOR NOTICES

13.1 Any notices under this Agreement given to the City and the Boards shall be conclusively deemed to be sufficiently given if personally delivered or sent by prepaid registered mail addressed as follows:

13. 1. 1 to the City at:

Edmonton Parks and Recreation
PO Box 2359
5th Floor, Revillon Building
10320 - 102 Avenue
Edmonton, Alberta
T5J 2R7
ATTENTION: City Representative

13.1.2 to Separate Board at:

Edmonton Roman Catholic Separate School Board
9807 - 106 Street,
Edmonton, Alberta
ATTENTION: Superintendent

13.1.3 to Public Board at:

Edmonton Public School Board
Centre for Education,
#1 Kingsway Avenue
Edmonton, Alberta
ATTENTION: Superintendent

or to any other address as may be designated in writing by the City and the Boards. Notice given by registered mail, if posted in Alberta, shall conclusively be deemed to have been received on the fifth (5th) business day following the date on which such notice is mailed. In the event of a postal strike, notice may only be given by personal delivery.

14. TIME OF THE ESSENCE

14.1 TIME IS TO BE CONSIDERED OF THE ESSENCE OF THIS AGREEMENT and therefore, whenever in this Agreement either the City or the Boards is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the City and the Boards.

15. SEVERABILITY

15.1 If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions

shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

16. SUCCESSORS

16.1 That the terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the City and the Boards.

17. GOVERNING LAWS

17.1 This Agreement shall be construed and governed by the laws of the Province of Alberta.

18. GENDER

18.1 An references shall be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.

19. HEADINGS

19.1 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

20. LEGISLATIVE REFERENCES

20.1 The reference to any legislation in this Agreement shall be deemed to include all amendments thereto and all regulations thereunder and all statutes, including all amendments thereto and regulations thereunder, that may be substituted for that legislation.

21. INTERPRETATION

21.1 In this Agreement:

21.1.1 the word "shall" is to be read and interpreted as mandatory;

21.1.2 the word "may" is to be read and interpreted as permissive, and

21.1.3 the words "person", "party" or "parties" shall be read and interpreted as meaning an individual, a partnership, a corporation, a trust, an unincorporated organisation, a government, or any department or agency thereof, and the heirs, executors, administrators or other legal representatives.

THE CITY AND THE BOARDS HAVE EXECUTED THIS AGREEMENT
ON THE 17 DAY OF April, 1996.

APPROVED

As to Form [Signature]
City Solicitor

As to Content [Signature]
Head of Department

THE CITY OF EDMONTON

[Signature]
MAYOR

[Signature]
CITY CLERK

THE BOARD OF TRUSTEES OF
EDMONTON SCHOOL DISTRICT
NO. 7

PER: [Signature]
PER: [Signature]

THE BOARD OF TRUSTEES OF
EDMONTON ROMAN CATHOLIC
SEPARATE SCHOOL DISTRICT
NO. 7

PER: [Signature]
PER: [Signature]