

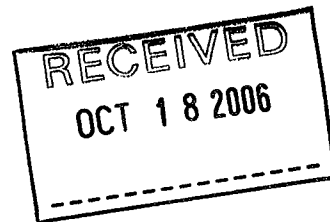


Office of the County Manager

County Centre

*Suite 101, 1101 - 5 Street, Nisku, Alberta T9E 2X3
Telephone: (780) 955-3555 • Fax: (780) 955-3444*

October 12, 2006



Town of Beaumont
5600 - 49 Street
Beaumont, Alberta
T4X 1A1

Attention: Pat Vincent, General Manager

Dear Pat:

Memorandum of Agreement - Pathways, LeBlanc Canal

Please find enclosed your copy of the signed Memorandum of Agreement allowing the Town of Beaumont to place trails within the LeBlanc Canal Right of Way.

You will also recall that at our meeting on June 14, 2006 the storm pond and right of way was also discussed. To date this right of way has not been registered. It is requested that expedient action be taken to have the right of way registered.

Yours truly,

C.D. (Doug) WRIGHT, CD
County Manager

Cc Des Mryglod, Manager of Engineering
Rick Thomas, Manager of Agricultural Services

Memorandum of Agreement dated 5th day of September, 2006

Between:

LEDUC COUNTY, a municipal corporation in Alberta, with an office at Suite 101, 1101 – 5 Street, Nisku Alberta, T9E 2X3

- and -

TOWN OF BEAUMONT, a municipal corporation in Alberta, with an office at 4900 – 56 Street, Beaumont, Alberta, T4X 1A1

Circumstances prior to Agreement:

- [a] Leduc County has rights pursuant to certain Drainage Rights of Way Agreements [as herein defined] relating to an area of land comprised within the area of and adjacent the LeBlanc Canal within the corporate limits of the Town of Beaumont;
- [b] The Town wishes to provide for Pathways [as herein defined] upon and within the area comprised within the Drainage Rights of Way for enjoyment of members of the public;
- [c] The Town and County wish to provide for the terms upon which Pathways may be placed within the area of the Right of Way and in order to ensure that the Pathways do not interfere with the rights of the County under and pursuant to its rights under the Drainage Rights of Way;
- [c] The parties wish to enter into this Memorandum of Understanding for the reasons stated:

In consideration of the promises herein contained and in consideration of the sum of \$10.00 paid by the Town of Beaumont to Leduc County [receipt of which is acknowledged by Leduc County, and for other good and valuable consideration, the parties agree as follows:

DEFINITIONS

1. In this Agreement, the following words and phrases shall have the following meanings, respectively, unless the context otherwise requires:

- [a] “Agreement” means this Memorandum of Agreement;
- [a] “County” means Leduc County;
- [b] “Town” means Town of Beaumont;
- [c] “Drainage Right of Way” means that right of way or those rights of way, as the case may be, in favor of the County along and over the LeBlanc Canal right of way within the corporate limits of the Town, as more particularly described in Plan 571 MC and described therein as Drainage Ditch Right of Way, and as

shown in Plan 912 2251, which is attached hereto as Schedule 1, as more particularly set forth in the following documents:

- [1] Easement for Drainage Ditch dated April 6, 1960 between Wilfred LeBlanc and Municipal District of Leduc No. 75, Land Titles Office registration no. 6613LS;
 - [2] Easement for Drainage Ditch dated April 6, 1960 between Maurice Goudreau and Municipal District of Leduc No. 75, Land Titles Office registration no. 6615LS;
 - [3] Easement for Drainage Ditch dated April 6, 1960 between Raymond St. Jacques and Municipal District of Leduc No. 75, Land Titles Office registration no. 6616LS;
 - [4] Easement for Drainage Ditch dated April 6, 1960 between Louis Goudreau and Municipal District of Leduc No. 75, Land Titles Office registration no. 6617LS;
 - [5] Easement for Drainage Ditch dated April 6, 1960 between Leopold Dansereau and Municipal District of Leduc No. 75, Land Titles Office registration no. 7899LR;
 - [6] Easement for Drainage Ditch dated July 8, 1991 between the Town of Beaumont and County of Leduc No. 25, Land Titles Office registration no. 912197707;
- [d] "Pathways" means walking trail[s] upon and within the right of way for use as walking trails for members of the public as established by the Town, including the right of passage over and upon such walking trails for members of the public and further including such improvements as may be made in order to better enable use of walking trails by members of the public, and such signage, garbage cans and benches as the Town might decide to place;
- [e] "Subject Rights" means all those rights granted by the County to the Town in this Agreement as follows:
- [i] The right to establish, situate, place, construct, repair and maintain Pathways within the area of the Drainage Rights of Way, as well as all rights incidental thereto;
 - [ii] The right of public access and egress over and upon the Pathways established by the Town;
 - [iii] The improvements to the land surface as may be made by the Town in order to better enable use of the Pathways as walking trails;
 - [iv] The placing of signage along any walking trails established by the Town

within the area of the Right of Way;

- [v] The placing of garbage cans and benches along any walking trails established by the Town;

provided that nothing herein contained shall be construed so as to grant any rights which are in contravention of, greater than or in excess of, in any way or manner whatsoever, the rights of the County under and pursuant to the Right of Way.

1.2 When the context so requires, the singular shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being male, female, firm or corporation.

1.3 All words and pronouns relating thereto shall be read and construed as the number and gender of the party of parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

1.4 The headings of the sections of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

2. SUBJECT RIGHTS

2.1 Subject to the terms in this Agreement, the County grants to the Town the Subject Rights as defined herein.

2.2 Notwithstanding anything herein contained to the contrary, the County shall not be responsible to the Town for any damage or disturbance to the Pathways or interruption of the use of the Pathways, by reason of any operation or activity of the County relating to the use and maintenance of the area of the said Right of Way for drainage purposes.

3 INDEMNITY

3.1 The Town indemnifies and holds harmless the County, its employees and officers of and from any and all claims, demands, actions and liability whatsoever that may arise, directly or indirectly, from or through the use of the Subjects Rights by the Town.

4 OTHER PROVISIONS

4.1 Any notice which may be or is required or permitted to be given hereunder shall be in writing and shall be delivered in person, by facsimile transmission or sent by registered mail, postage prepaid addressed to the address for each party as set forth herein. Any such notice shall be deemed to have been given and received on the day upon which personal delivery is made or the facsimile was received or, if mailed, then on the third business day following the date of mailing. Either party may give notice to the other of any change of address and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices. If postal service is interrupted or substantially delayed, all notices shall be delivered in person or by facsimile transmission.

4.2 This Agreement may be changed only if any change is in writing and signed by the authorized representatives of the each party.

4.3 Neither party shall assign its rights under this Agreement, without the prior consent in writing of the other party, provided that consent shall not be unreasonably withheld.

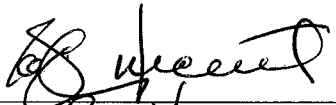
4.4 The parties shall execute such further documents, assurances and instruments as may reasonably be required to give full force and effect to this agreement.

4.5 This agreement may be executed by the parties in counterparts and the execution of this Agreement may be communicated by facsimile transmission, and all counterparts when so executed and taken together shall be of the same and effect as if all of the parties hereto had executed the same document.

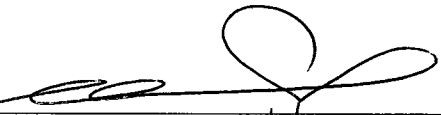
4.6 This Agreement and all covenants and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns and shall be read with all of the necessary grammatical changes required to make the provisions hereof apply to one or more corporations, partnerships, trusts, and individuals [both male and female] as may be required by the context.

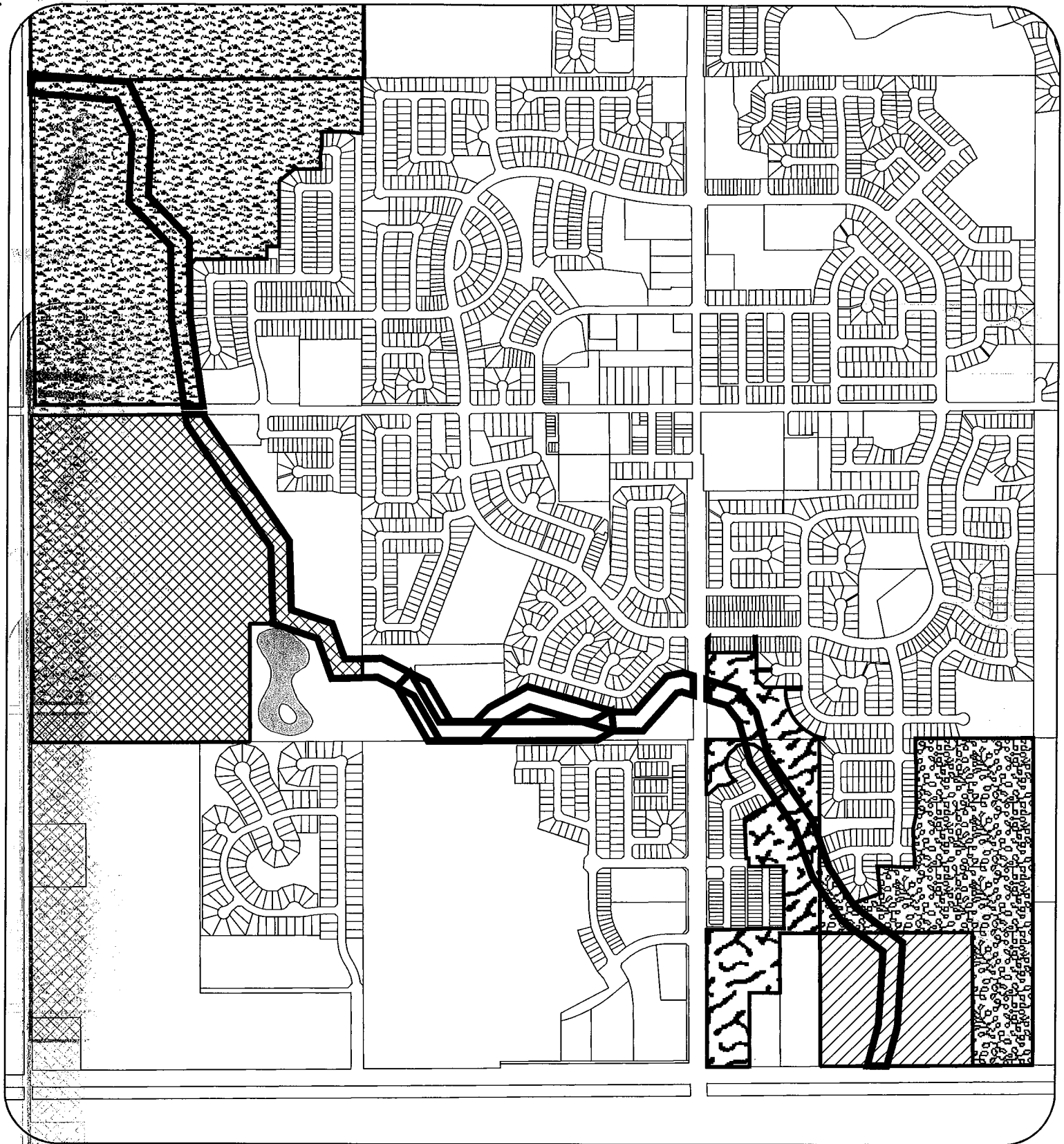
In witness whereof this agreement has been duly executed by the parties as witnessed by the signature of its proper officers in that behalf, on the date first above written.

TOWN OF BEAUMONT

By: 
Name: PAT VINCENT
Title: GENERAL MANAGER

LEDUC COUNTY

By: 
Name: Doug Wright
Title: County Manager



Registered Documents

-  6613LS - 1238076 Alberta Ltd.
-  6615LS - Qualico Developments West Ltd.
-  6616LS - Town of Beaumont & Qualico Developments West Ltd.
-  6617LS - 735836 Alberta Ltd., 735837 Alberta Ltd., 735838 Alberta Ltd., 735846 Alberta Ltd.
-  7899LR - Eaglemont Corporation

Leblanc Canal Owners

August 29, 2006

