

Appendix III

THIS AGREEMENT MADE THIS 23 DAY OF A.D. 1979

BETWEEN:

THE CITY OF EDMONTON
a Municipal Corporation
(Hereinafter called "the City")

OF THE FIRST PART

- and -

116640 HOLDINGS LTD.
a Body Corporate
(hereinafter called "the Developer")

OF THE SECOND PART

WHEREAS the Developer is the registered owner, or entitled to become the registered owner of the following land located in the City of Edmonton, namely:

Block B
Plan I
Riverlot 13;

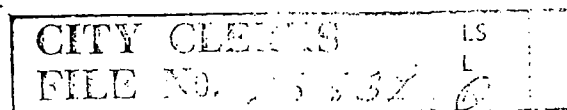
Block 114
Plan I and
Lots 21 to 27 inclusive
Block 114
All On Plan 2902 A.S.

(hereinafter collectively called "the Development site");

WHEREAS the Developer has made application to the City of Edmonton to delete a portion of the said development site from the Land Use Classification Guide of the City as R-6 High Density Residential District and to delete a portion of the said development site from the Zoning Bylaw of the City as R-4 General Residential District and include the development site under the Zoning Bylaw of the City as CD-1 Comprehensive Development District and;

Please Return This Agreement To:

LAND DEVELOPMENT SECTION
Municipal Administration Branch
Planning and Building Department



WHEREAS Council at its meeting of August 15, 1979, gave first and second reading to Bylaw 5782, being a bylaw to delete a portion of the development site from the Land Use Classification Guide of the City as R-6 High Density Residential District and to delete a portion of the development site from the Zoning Bylaw of the City as R-4 General Residential District and include the development site under the Zoning Bylaw of the City as CD-1 Comprehensive Development District; and

AND WHEREAS Section 35 of the Zoning Bylaw, being Bylaw Number 2135, requires the Developer to enter into a legal agreement with the City;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. DEVELOPMENT SITE

1.1 The Developer shall develop the development site substantially in accordance with plans submitted to and approved by the General Manager of the Planning Department of the City, acting reasonably, and attached hereto as Schedule "A" (hereinafter called "the project"). Wherever there are two alternatives shown on the said plans, the City shall have the sole discretion to decide which alternative shall be implemented.

1.2 Without restricting the generality of article 1.1, the use of the development site shall be restricted to a rental or condominium residential highrise and ancilliary commercial complex with parking structure and townhouses as shown on Schedule "A" attached hereto.

1.3 The Developer hereby agrees that no change shall be permitted to the plans attached as Schedule "A", except as follows:

- 1.3.1 Minor revisions which may be required by the City for the express purpose of complying with any existing statutes, bylaws, regulations or City policies, which would be unintentionally violated by the strict interpretation of the plans attached hereto as Schedule "A", and which have been consented to by the Developer;
- 1.3.2 Minor revisions which may be required by the Building Inspection Branch of the Bylaw Enforcement Department of the City to ensure conformity to the Building Code, and which have been consented to by the Developer.
- 1.3.3 Minor revisions which may be required to make the complex functional.

Provided however that for the purposes of article 1.3.1, 1.3.2 and 1.3.3 hereof, the General Manager of the Planning Department of the City shall be the sole judge as to what constitutes a minor revision, subject to the consent provisions set out above.

1.4 The Developer shall obtain a Development Permit for the construction of the development upon the development site within one (1) year of the date of third reading of Bylaw 5782, and shall commence construction of the development upon the development site within one (1) year after the date of issuance of the Development Permit to the Developer, or such extended period of time as the City in its sole and unfettered discretion may in writing agree to in accordance with its bylaws and policies and shall thereafter proceed diligently to complete the construction of the said development. For the purposes of this article 1.4, the commencement of construction shall mean the installation of footings and foundations.

1.5 The Developer agrees that any and all conditions legally attached to the issuance of the Development Permit or any other permit required by this agreement shall have the same effect as if they were enumerated herein, and set out as part of this agreement.

1.6 The Developer agrees that:

- (a) the retail commercial component of the project shall be restricted to a maximum of 5,500 square feet of the gross floor area, and that the proposed retail uses shall be submitted for the approval of the Planning Department of the City, and shall be in accordance with those uses set out in Schedule "B" attached hereto.
- (b) the parking and loading provisions shall meet the requirements contained in Bylaw No. 2135, being the Zoning Bylaw of the City.

1.7 The Developer shall further provide detailed plans, to the satisfaction of the Planning Department of the City, showing support systems for the excavation to be carried out upon the development site, and if such support systems encroach in any way upon a City right-of-way, and provided that the proposed support systems are acceptable to the City, acting reasonably, the developer shall execute all necessary documentation required by the City to properly record and govern such encroachments.

2. LANDSCAPING

2.1 Prior to the issuance of a Development Permit for the development site, or within thirty (30) days of the execution of this agreement, whichever first occurs, the Developer shall submit detailed plans and specifications of the landscaping including wind study recommendations to be carried out upon the development site, and including, but not restricted to, proposed buffering and screening, all of which plans shall be to the satisfaction of the General Manager of the Planning Department of the City, acting reasonably, and upon approval thereof by the said General Manager, shall be attached to and form part of this agreement, and shall be marked as Schedule "C" hereto.

2.2 Upon approval of the said plans and specifications by the said General Manager, the Developer shall provide to the City an estimate of the total landscaping costs, such estimate to be prepared by an independent professional agency, skilled and experienced in the provision of landscaping services.

2.3 Prior to the issuance of any building permit for the development site, and to ensure compliance with the landscaping plans submitted and approved pursuant to article 2.1 hereof, the Developer shall provide to the City a performance bond, or such other security satisfactory to the City Solicitor, in a form satisfactory to the City Solicitor acting reasonably, in the amount of One Hundred (100%) percent of the estimated cost of the landscaping of the entire development site, or such lesser percentage as the City may in writing agree to.

2.4 The City shall hold the performance bond or other security given under article 2.3 hereof, in the amount described in article 2.3 hereof or in such less amount as the City may in writing agree to, for a period of two (2) years following the completion of landscaping upon the entire development site.

2.5 The Developer shall landscape and maintain all boulevard areas adjacent to the development site, to the standards contained in Bylaw Number 2107 being the Boulevards Bylaw of the City, and to the satisfaction of the Parks and Recreation Department of the City, acting reasonably. In the event the developer fails to landscape or maintain to the satisfaction of the Parks and Recreation Department of the City, acting reasonably,

In the event the developer fails to landscape or maintain to the satisfaction of the Parks and Recreation Department, the City may landscape or maintain as the case may be, and shall at its sole option recover such costs from the Developer by realizing upon the security provided to it pursuant to article 2.3 hereof, or in the same manner and to the same extent as recovery of taxes. PROVIDED HOWEVER that if the City shall perform work subsequent to the Developer carrying out the landscaping pursuant to this article 2.5, the Developer shall have no obligation to carry out further landscaping to those areas upon which the City has performed subsequent work.

LAND REQUIREMENTS

3.1 The Developer shall transfer to the City those lands shown shaded in red on Schedule "D" attached hereto, and the City shall transfer to the Developer those lands shown shaded in blue on Schedule "D" attached hereto.

3.2 The Developer shall construct and be responsible for the costs of construction and design of 102 Street from 86 Avenue to Saskatchewan Drive, the said 102 Street to be thirty (30) feet wide and with a sidewalk on the east side, including boulevard and drainage costs, and further shall be responsible for the costs of construction and design of 87 Avenue from the cul-de-sac to 102 Street, upon the same alignment and to the same standards as the existing roadway, including boulevard and drainage costs, such construction to be subject to the specifications, approval and inspection of the City Engineer.

3.3 The Developer shall further construct and be responsible for the costs of construction and design of the lane north of 88 Avenue and east of 102 Street and shaded green on Schedule "E" attached hereto, and the lane south of 88 Avenue and east of 102 Street, and shaded red on Schedule "E" attached hereto, such construction to be subject to the specifications and inspection of the City Engineer.

3.4 The City agrees to close by Bylaw, the following:

- (a) the cross-hatched portion of 88 Avenue and the lane north of 87 Avenue, as shown on Schedule "F" attached hereto;
- (b) that portion of the lane north of 87 Avenue shown shaded in yellow on Schedule "F" attached hereto;
- (c) that portion of the lane east of 102 Street and outlined in blue on Schedule "F" attached hereto.

3.5 The Developer agrees to landscape the following:

- (a) the east half of Lot 16, Plan 2340 H.W.;
- (b) the lane east of 102 Street and shown outlined in blue on Schedule "F" attached hereto;
- (c) and the lane east of 102 Street immediately north of 87 Avenue shown shaded in red on Schedule "F" attached hereto, and being situate upon the east half of Lot 21, Plan 290 A.S.

3.6 The City shall perpetually lease to the Developer at and for a rental of One (\$1.00) Dollar per year, that portion of the lane to be landscaped pursuant to article 3.5(c) hereof, and the City and the Developer hereby agree that upon the City serving notice upon the Developer in writing, to the effect that it requires the said area, such lease shall terminate and be at an end, effective thirty (30) days after the receipt of such notice by the Developer.

4. UTILITIES

4.1 The Developer agrees to submit plans showing the alignment and depth of all utilities existing upon the development site, or within any municipal right-of-way abutting the development site, and to obtain approval from each of the owners of the utilities to the construction of the project, and the Developer further agrees to be responsible for the costs of whatever special measures are required by each said owner in order to protect, re-route, relocate, or abandon each respective utility during the period of construction, and the Developer shall provide whatever easements may be required by the City to protect the respective utilities.

4.2 The Developer shall also be responsible for the costs of whatever measures are deemed necessary by the City Engineer, acting reasonably, in order to protect any utilities, lands or trees belonging to the City during the period of construction.

4.3 The Developer acknowledges that all City rights-of-ways, utilities and lands adjacent to the development site are in good general condition.

4.4 The Developer and the City shall obtain or prepare an estimate of the costs of any of the work required pursuant to articles 4.1 and 4.2, and the Developer shall pay such estimated costs to the City within thirty (30) days after execution of this agreement, and the parties agree that after completion of the work required to be carried out pursuant to articles 4.1 and 4.2 hereof, there shall be an accounting between the parties for any deficiency or excess of funds provided by the Developer to the City.

4.5 In the event any damage occurs to any City property or to any utility or to a gas line, as a result of construction to be carried out by the Developer, its contractors, agents and employees, the Developer shall take steps to abate further damage and protect the public, and as soon as practically possible shall notify the City Engineer and the owner of the utility, where the owner is not the City.

4.5.1 In respect of any work to be performed by the Developer hereunder, the Developer agrees to indemnify and save harmless the City from and against any action, claim, demand, cost, expense, damage or suit of every nature and kind which the City may become liable for, and which arises directly or indirectly out of damages caused to a utility in the carrying out of the terms of this agreement by the Developer, its contractors, agents and employees.

4.6 At least thirty (30) days prior to the date of commencement of construction, the Developer shall submit to the City Engineer a detailed construction and staging schedule for all work to be carried out upon City right-of-way, and the Developer agrees that no construction shall be commenced until the City Engineer has approved the said schedule, in writing.

4.7 The City shall carry out any relocation or adjustment of street furniture, hydrants, catch basin, boulevard trees, excepting those boulevard trees on Saskatchewan Drive, valves, or traffic signs which may be necessitated by the construction of this project, and which in the opinion of the City Engineer are reasonable, and the Developer agrees to pay the costs of such work within thirty (30) days of receiving an invoice from the City requesting payment.

4.5 In the event any damage occurs to any City property or to any utility or to a gas line, as a result of construction to be carried out by the Developer, its contractors, agents and employees, the Developer shall take steps to abate further damage and protect the public, and as soon as practically possible shall notify the City Engineer and the owner of the utility, where the owner is not the City.

4.5.1 In respect of any work to be performed by the Developer hereunder, the Developer agrees to indemnify and save harmless the City from and against any action, claim, demand, cost, expense, damage or suit of every nature and kind which the City may become liable for, and which arises directly or indirectly out of damages caused to a utility in the carrying out of the terms of this agreement by the Developer, its contractors, agents and employees.

4.6 At least thirty (30) days prior to the date of commencement of construction, the Developer shall submit to the City Engineer a detailed construction and staging schedule for all work to be carried out upon City right-of-way, and the Developer agrees that no construction shall be commenced until the City Engineer has approved the said schedule, in writing.

4.7 The City shall carry out any relocation or adjustment of street furniture, hydrants, catch basin, boulevard trees, excepting those boulevard trees on Saskatchewan Drive, valves, or traffic signs which may be necessitated by the construction of this project, and which in the opinion of the City Engineer are reasonable, and the Developer agrees to pay the costs of such work within thirty (30) days of receiving an invoice from the City requesting payment.

4.8 Prior to the date of commencement of construction, the Developer shall obtain a street-cut permit from the City Engineer, and the Developer agrees that no construction shall be commenced until the City Engineer has issued the street-cut permit.

4.9 At least 48 hours prior to the commencement of construction, the Developer shall contact the City Engineer to make arrangements for inspections to be carried out by the City, and the Developer agrees to pay all costs associated with the said inspections including costs of the usual field or laboratory tests conducted by the City, within thirty (30) days of receiving an invoice from the City requesting payment.

4.10 Upon completion of the construction, the Developer shall apply to the City Engineer for a Construction Completion Certificate and within thirty (30) days of such application, the City shall inspect the construction, and the City Engineer shall, if satisfied, issue the Construction Completion Certificate, or upon the expiry of thirty (30) days after the inspection, and upon no notice of unacceptability having been served, upon the Developer then, the City Engineer shall be deemed to have issued the Construction Completion Certificate.

4.10.1 For a period of 24 months following the issuance of a Construction Completion Certificate, the Developer shall guarantee all materials and workmanship, including the stability of the base for all of the construction performed excepting any work done by the City as herein provided on a City right-of-way.

4.11 Upon the expiry of 23 months after the issuance of a Construction Completion Certificate, the Developer shall apply to the City Engineer for a Final Acceptance Certificate and within thirty (30) days of such application, the City shall inspect the construction, and the City Engineer shall, if satisfied, issue the Final Acceptance Certificate, or upon the expiry of thirty (30) days after the inspection, and upon no notice of unacceptability having been served upon the Developer, then the City Engineer shall be deemed to have issued the Final Acceptance Certificate.

4.12 The Developer agrees to be responsible for physical maintenance of the streets and lanes, which it was required to construct pursuant to the terms of this agreement during the 24 month period between the issuance of the Construction Completion Certificate and the issuance of the Final Acceptance Certificate, and the Developer further agrees that until the receipt of the Final Acceptance Certificate by the Developer, it shall indemnify and save harmless the City from and against any actions, claims, demands, costs or expenses of any kind, which the City may become liable for, and which may arise directly or indirectly from the deterioration or failure of the construction performed by the Developer. PROVIDED HOWEVER that if any damage is caused to the said streets and lanes as a result of the City's negligence, then and in such case the City shall be responsible for the repairs required.

4.13 From the date of issuance of the Final Acceptance Certificate to the Developer, the City agrees to maintain the curbs, sidewalks and pavement, in its usual manner, and consistent with the maintenance provided upon other municipal streets. The Developer acknowledges that the City is not required to take any extraordinary care or precautions in carrying out such maintenance.

4.14 The Developer agrees to carry out the re-routing and reconstruction of the lane through Lot 16, Plan 2340 H.W., and further agrees to carry out the relocation of any utilities which may reasonably be required due to the construction of the project upon the development, or necessitated by the re-routing of the said lane, all at its sole cost and expense.

4.15 The Developer shall, during construction of the project, take all reasonable precautions to protect members of the public, specifically including but not restricted to, the setting out of barricades, flares, hoardings, and any traffic control devices reasonably required by the City.

4.16 The Developer acknowledges and agrees that:

- (a) the westerly exit from the development site onto Saskatchewan Drive shall be the only direct access point from the development site onto Saskatchewan Drive;
- (b) the access point referred to in sub-clause (a) above shall be restricted to right turning traffic only, once the median on Saskatchewan Drive has been constructed;
- (c) the control of access onto that portion of 88 Avenue and that portion of the lane north of 87 Avenue, shown cross-hatched on Schedule "D" attached hereto shall be subject to the approval of the Engineering Department of the City; and
- (d) the Developer shall construct bollards between 88 Avenue and the closed portion of 88 Avenue within the development site.

4.17 The Developer acknowledges and agrees that the proposed development of the development site in accordance with the terms of this agreement shall place additional demands upon the City's storm drainage system and hereby agrees to pay storm, sanitary and water assessments, commencing in the year of connection to the said water facilities at the rate chargeable under the appropriate City bylaw in effect in the year connection is made.

5. ROADWAY MODIFICATIONS

5.1 The Developer shall pay the cost of all roadway modifications, extensions, alterations, and construction required by or occasioned specifically by the project to be constructed upon the development site pursuant to the terms of this agreement, including, but not restricted to, filling in of unutilized curb crossings, and the repair or replacement of sidewalks, curbs and gutters adjacent to the development site, all to the satisfaction of the City Engineer. Such costs may, at the sole option of the City, be billed directly to the developer, or may be recoverable in the same manner and to the extent as property taxes levied against the land pursuant to the provisions of the Municipal Taxation Act.

5.2 The parties hereto acknowledge that the development site shall be chargeable for local improvement costs, in the future, when the City carries out the reconstruction of Saskatchewan Drive along the north boundary of the development site.

6. TAXES

The Development agrees to pay, upon execution of this agreement, any outstanding municipal taxes assessed against the development site, or any portion thereof.

7. LOCAL IMPROVEMENT CHARGES

The Developer agrees to commute all existing local improvement charges presently on the tax rolls of the lands within the development site.

8. ARBITRATION

In the event of a dispute arising between the parties hereto as to the interpretation, application, operation or alleged violation of this agreement or any of the provisions hereof, such dispute shall be determined by arbitration in accordance with the following terms and conditions:

- (a) The party desiring to refer the dispute for arbitration shall notify the other party in writing of the nature and extent of the dispute;
- (b) Within seven (7) days of receipt of such notice, the opposite party shall by written notice advise the party so desiring to refer the dispute to arbitration of all matters referred to in the initial notice which he disputes, except those for which he admits responsibility and proposes to take remedial action, and he shall then take such remedial action;
- (c) The terms of reference for arbitration shall be those areas of dispute referred to in the initial notice with respect to which the second party has not admitted or proposed to take remedial action;
- (d) The City and the Developer shall, within seven (7) days of the establishment of the terms of reference pursuant to article (c) above, each appoint an Arbitrator and the Two Arbitrators shall within seven (7) days of their appointment, appoint a third member to the Arbitration Committee to be known as the Chairman, provided further that, if either party fails to appoint an Arbitrator, then the other party may apply to a Justice of the Supreme Court to have such Arbitrator appointed, and provided further that if the two Arbitrators fail to appoint a Chairman then both parties or either of them may apply to a Justice of the Supreme Court of Alberta to have the Chairman appointed.
- (e) Within thirty (30) days of the establishment of the Arbitration Committee, or such further period as may be agreed upon by the parties, the Arbitration Committee shall resolve all matters and disputes accorded in the terms of reference therefor;
- (f) The decision of the majority of the Arbitration Committee shall be the decision of the Committee, provided that if no majority decision is reached, the decision of the Chairman shall be the decision of the Committee;

- (g) The decision of the Committee shall be binding and final upon the parties hereto;
- (h) Except as hereby modified, the provisions of the Arbitration Act of Alberta shall apply to the arbitration procedure.

9. INSURANCE

The Developer shall at its sole expense, maintain public liability insurance against claims for personal injury, death and property damage occurring upon or within the Development site except claims which arise by reason of any default of the City in respect of any responsibility of the City under this agreement, and such insurance shall provide protection in an amount not less than two million (\$2,000,000.00) dollars with respect to public liability and/or property damage for any one accident. The insurance required pursuant to this paragraph shall be undertaken by an insurer registered to carry on business in Canada and the Developer shall deliver to the Land Development Coordination Branch of the City such certificates or other evidences of coverage as the comptroller may from time to time reasonably require.

10. GENERAL

10.1 This agreement is not intended to nullify, replace, circumvent, or modify any existing statutes, bylaws, permit conditions, or general requirements which govern development or construction within the City.

10.2 Nothing herein contained is intended to, or does obligate the City, to rezone any or all portions of the development site, or to pass Bylaw No. 5782, or any other zoning amendment bylaw, provided however, it is understood and agreed that this agreement is conditional upon such rezoning, and in the event that the development site is not rezoned to permit the development of the said site in accordance with the terms of this agreement, then this agreement shall be at an end and shall be of no force and effect.

10.3 Nothing herein contained is intended to or does obligate the City to pass the road closure bylaws referred to in article 3.4 hereof, or to carry out the land transfers referred to in article 3.1 hereof, provided however, it is understood and agreed that this agreement is conditional upon such road closures and land transfers, and in the event the said road closure bylaws are not passed or the land transfers do not occur, in accordance with the terms of this agreement, then this agreement shall be at an end and shall be of no force and effect.

10.4 The parties hereto agree that each and every article of this agreement is a necessary and integral part of the agreement, and the due performance of each and every provision is essential to the validity hereof, and in the event that one or more articles contained herein is for any reason declared invalid or unenforceable, such articles, unless the City shall otherwise in writing agree to the contrary, shall not be severable from the whole agreement, but rather, the whole agreement, at the option of the City, shall be invalid and at an end, and provided further, should the agreement be rendered unenforceable hereunder or

should the Developer fail to observe or perform the covenants herein contained on its part to be observed and performed, the Council of the City shall be at liberty to repeal any zoning of the development site undertaken by the City to permit the development hereunder, it being understood and agreed that any rezoning hereunder passed by the Council of the City is conditional upon the due observance and performance of each and every article herein contained on the part of the Developer to be observed and performed.

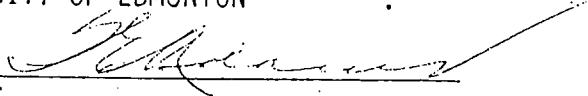
10.5 The Developer acknowledges and agrees that the terms and conditions of this agreement are covenants running with the lands located within the development site, and are binding upon the Developer, his successors and assigns. The Developer shall extract the same covenants as herein contained from any person it may in any way convey all or a portion of the development site, so that the covenants shall run with the lands within the development site. The City may enforce the terms, conditions and provisions of this agreement in the same manner and to the same extent as any other restrictive covenant filed by way of caveat, and the City may file a caveat to protect its interest herein, provided however, that the said caveat shall cease and determine when all conditions herein have been satisfied and, provided further, that the City shall absolutely postpone such caveat in favour of a mortgage or mortgages or other instruments registered in the Land Titles Office for the North Alberta Land Registration District for the purpose of financing any construction or development upon the development site in accordance with the provisions of this agreement.

10.6 Whenever the singular or masculine is used throughout this agreement, the same shall be construed as meaning the plural or feminine or body corporate where the context or parties hereto require.

10.7 It is agreed that everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hand and seal at the City of Edmonton, in the Province of Alberta, the day and year first above written.

THE CITY OF EDMONTON



Mayor

City Clerk

116540 HOLDINGS LTD.

Per: _____

Per: _____

APPROVED

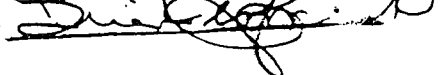
As to Form.....
City Solicitor

As to Contents.....
Development Director

As to Preparation.....
City Commissioners

LAND DEVELOPMENT COORDINATION

Engineering Section Approval 

Financial Section Approval 

MUNICIPAL PLANNING COMMISSION
ACTION:

Conditional Support - July 12th, 1979.

BYLAW No. 5782

A Bylaw to amend Bylaw No. 2135 being
The Zoning Bylaw of the City of Edmonton

APPROVED

As for Council

As for

As for

Edmund Frie
R. O. Case
W. J. King
Chief Commissioner

WHEREAS Lots 21 to 27 inclusive in Block 114, Plan 2902 A.S., Block 114, Plan I and Block B, Plan I, River Lot 13, located at the north east corner of 102 Street and 87 Avenue, Edmonton, Alberta, as shown on the attached sketch plan forming part of this proposed bylaw, is classified R-6 High Density Residential District under the Land Use Classification Guide No. DCR-1 forming part of Development Control Resolution No. 1 passed by City Council on November 23rd, 1964, and R-4 General Residential District under The Zoning Bylaw No. 2135; and

WHEREAS on July 12th, 1979, an application was conditionally supported by the Municipal Planning Commission to delete the said lands from the Land Use Classification Guide as R-6 and rezone the said lands from R-4 to CD-1 Comprehensive Development District under Bylaw No. 2135, the Zoning Bylaw of the City of Edmonton.

NOW THEREFORE after due compliance with the relevant provisions of The Planning Act being Chapter 276 of the Revised Statutes of Alberta 1970 as amended, the Municipal Council of the City of Edmonton enacts as follows:

1. The Zoning Map, being Appendix No. 2 to Bylaw No. 2135, the Zoning Bylaw of the City of Edmonton, is hereby amended by zoning the lands outlined on the sketch plan attached hereto and forming part of this bylaw as CD-1 Comprehensive Development District.
2. The Land Use Classification Guide, No. DCR-1 forming part of the Development Control Resolution No. 1 passed by City Council on November 23,

1964 is amended by deleting from the Guide the lands described in paragraph 1 above and shown outlined on the sketch plan attached hereto and forming part of this bylaw.

READ a first time this 15 day of AUGUST, A.D. 1979;
READ a second time this 15 day of AUGUST, A.D. 1979;
READ a third time and duly passed this 13 day of NOVEMBER
A.D. 1979.

THE CITY OF EDMONTON

(SIGNED) "C. J. PURVES"

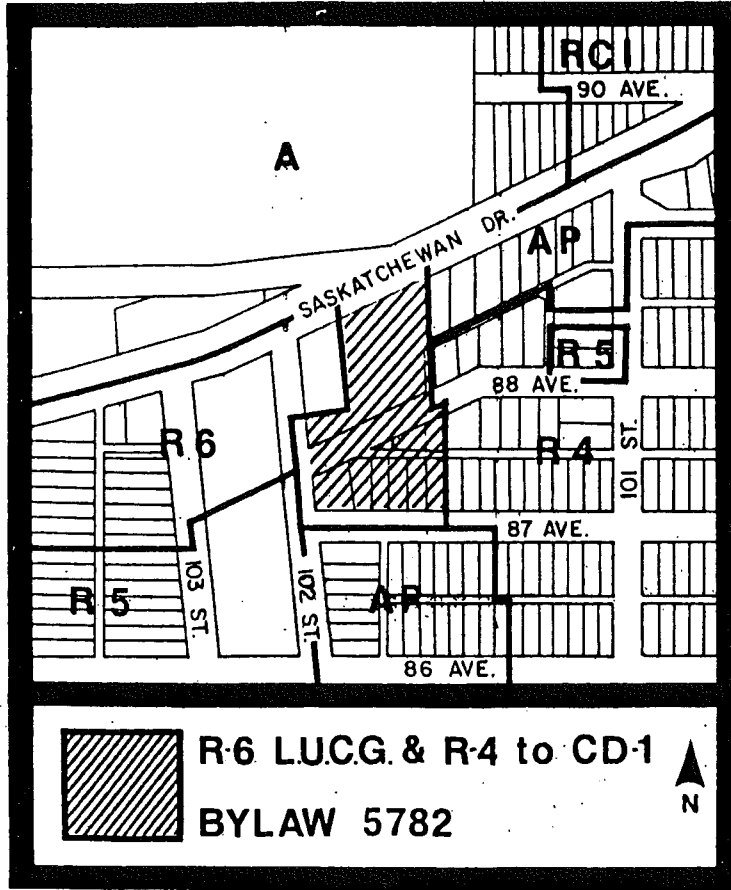
Mayor

(SIGNED) "C. J. MCGONIGLE"

City Clerk

CERTIFIED A TRUE COPY

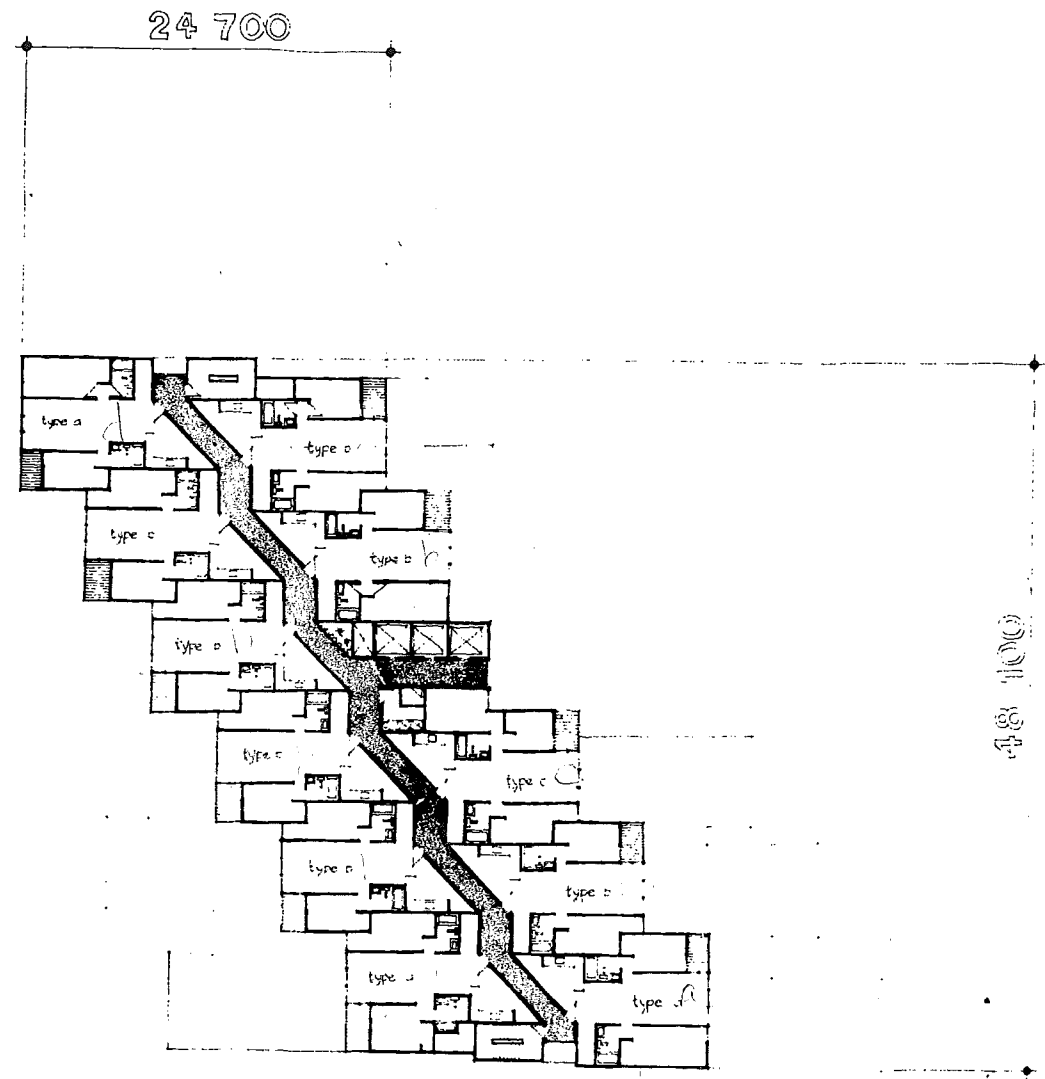
[Handwritten Signature]
City Clerk



Certified a true copy of the sketch
 plan as referred to in Bylaw No. 5782

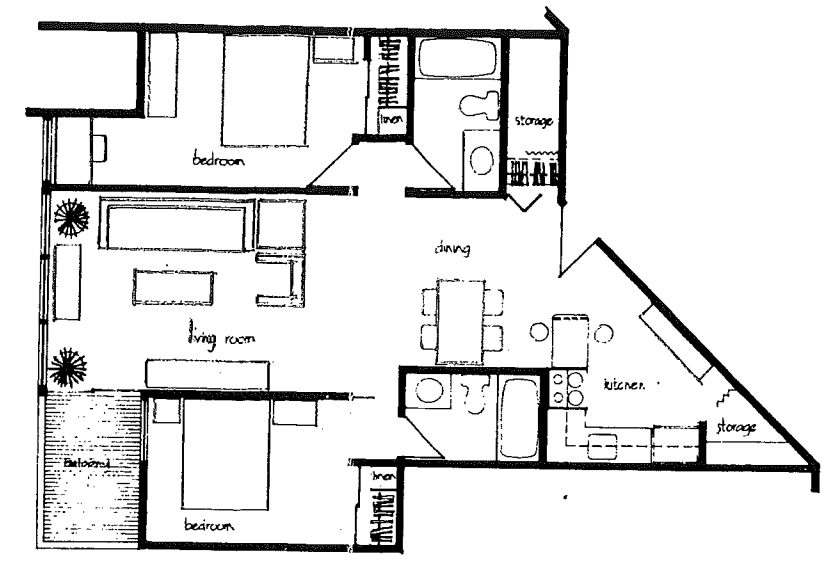
[Signature]

City Clerk

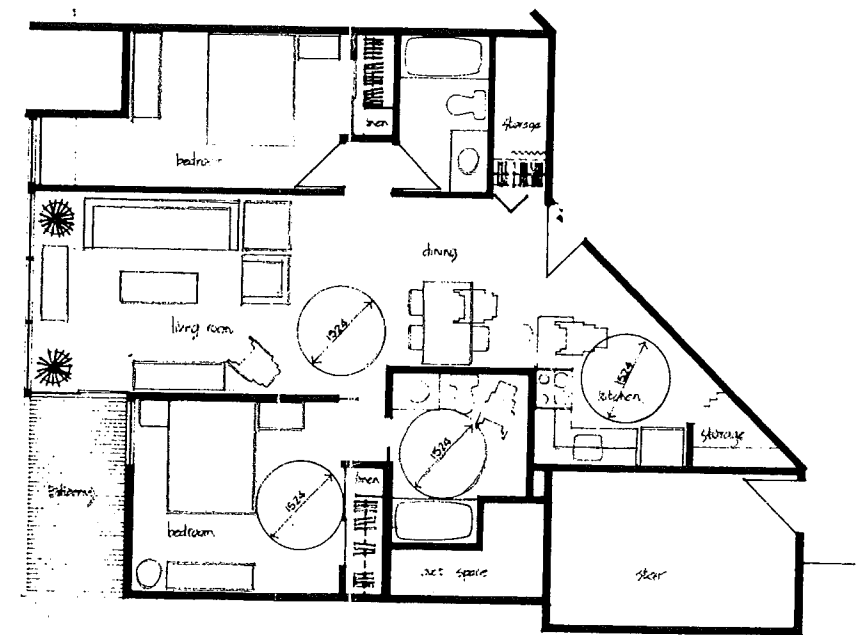


TYPICAL FLOOR PLAN

type a	2 bedroom unit	4 per floor
type b	2 bedroom unit	4 per floor
type c	2 bedroom unit	4 per floor
type d	2 bedroom unit	4 per floor
total capacity of site		16 per floor



TYPE B UNIT



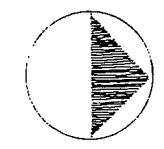
TYPE D UNIT - HANDICAPPED



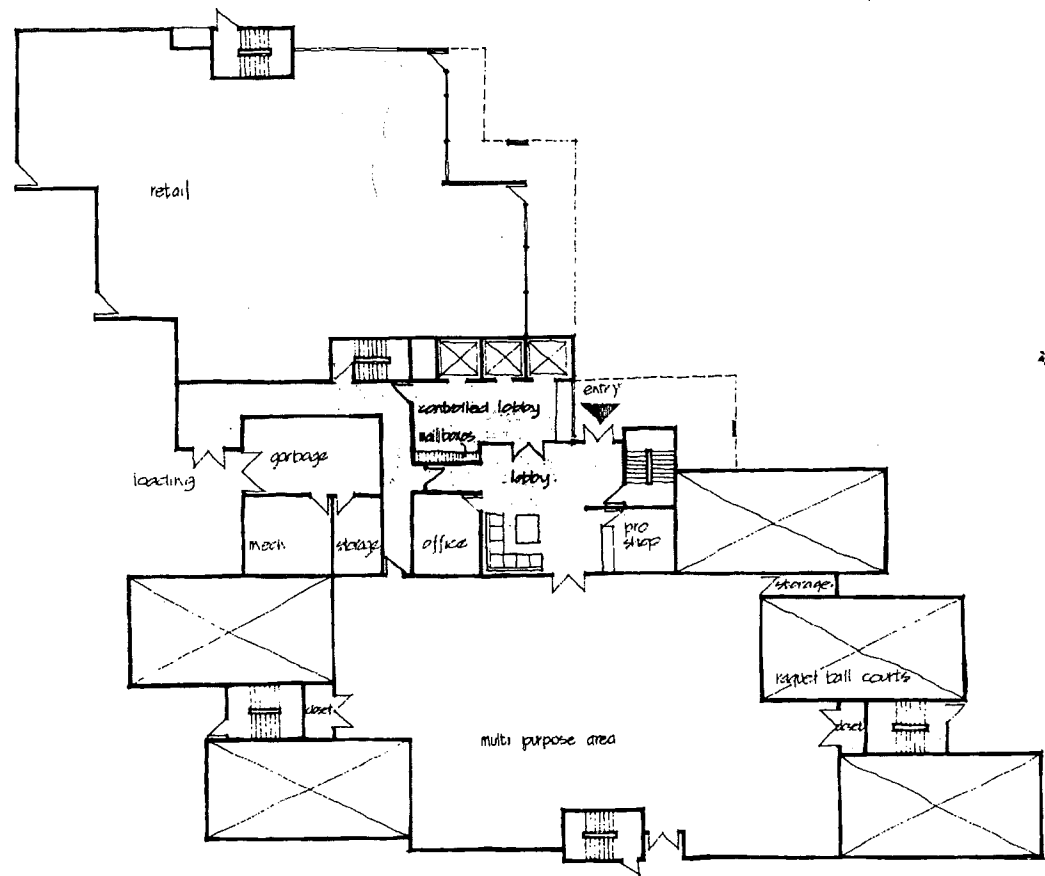
RITCHIE MILL DEVELOPMENT EDMONTON

MENNO DEVELOPMENTS LTD.

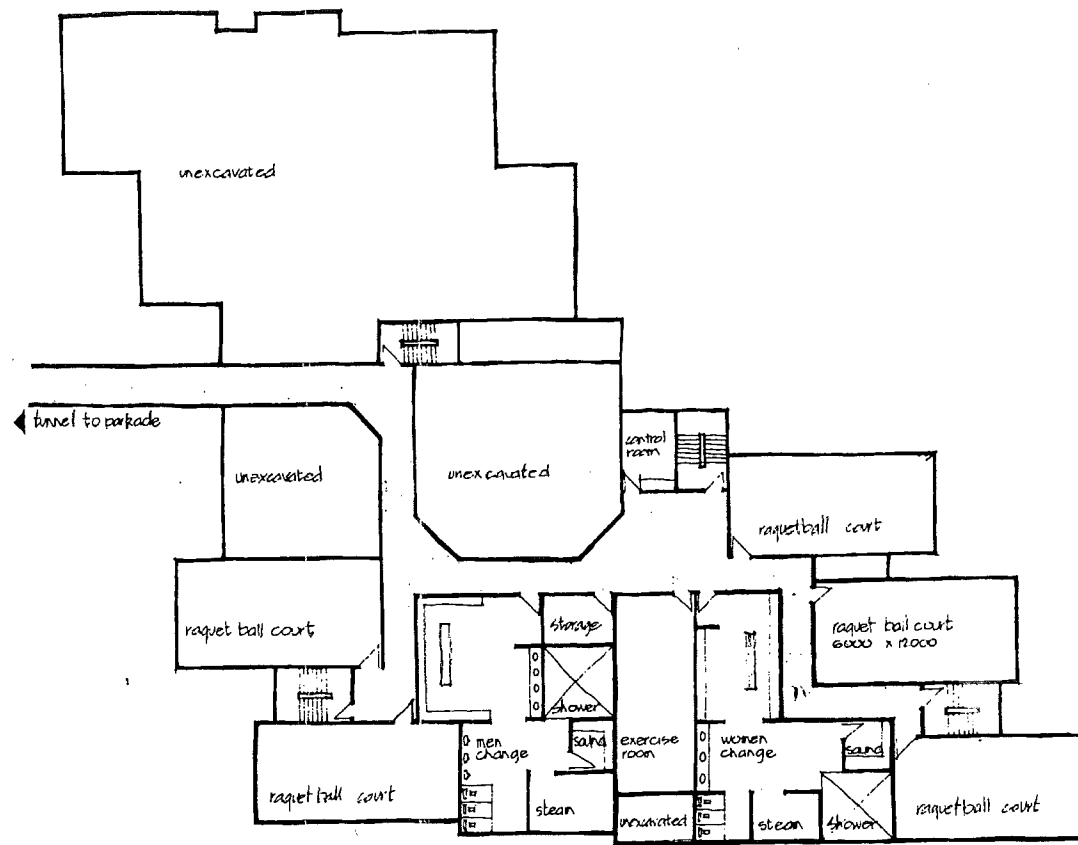
bhe Bhorf • Holland • Christenson Architects Ltd.
420 Bowditch Building, 10310 107 Avenue
Edmonton, Alberta, Canada T5J 2K8
Phone — (403) 424-2171



SCHEDULE A



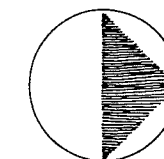
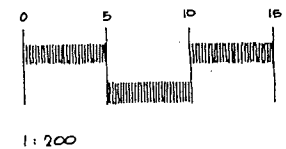
MAIN FLOOR PLAN.



BASEMENT FLOOR PLAN

RITCHIE MILL DEVELOPMENT EDMONTON

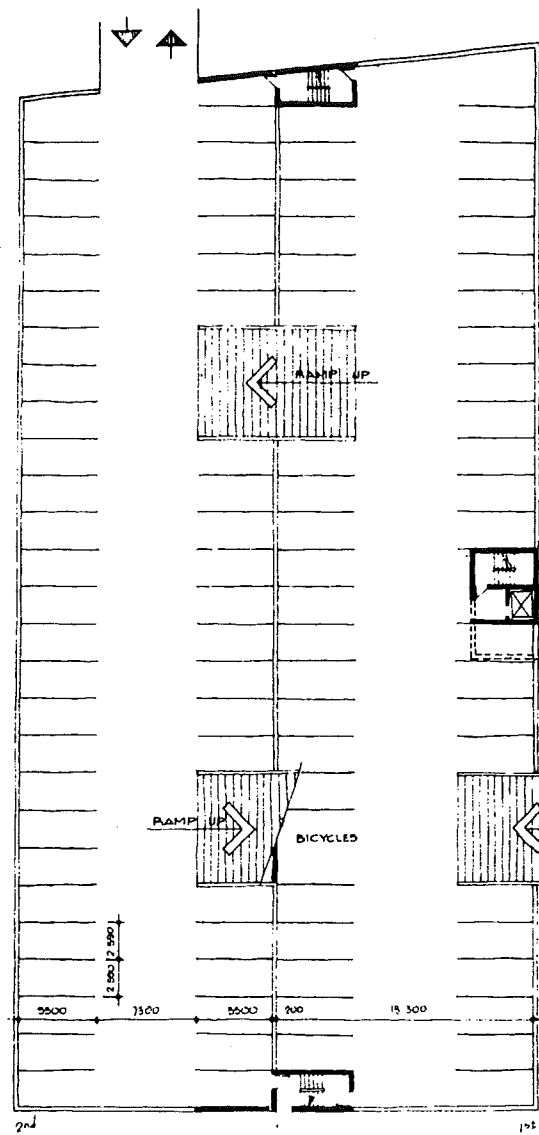
MENNO DEVELOPMENTS LTD.



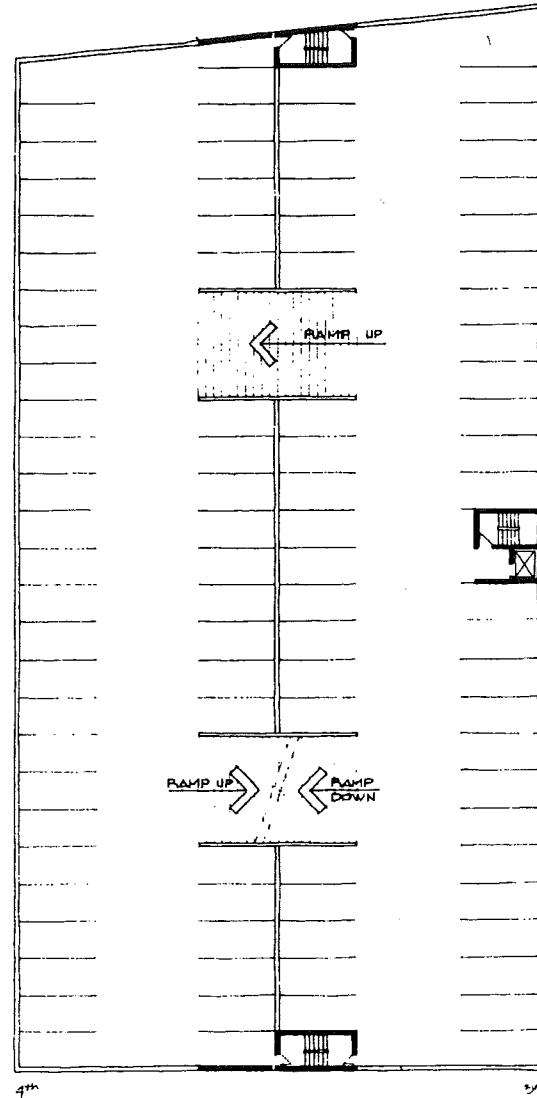
bhe Bittori • Holland • Christianson Architects Ltd.
420 Boardwalk Building, 10310 102 Avenue
Edmonton, Alberta, Canada T5J 2X6
Phone — (403) 424-2171

SCHEDULE A

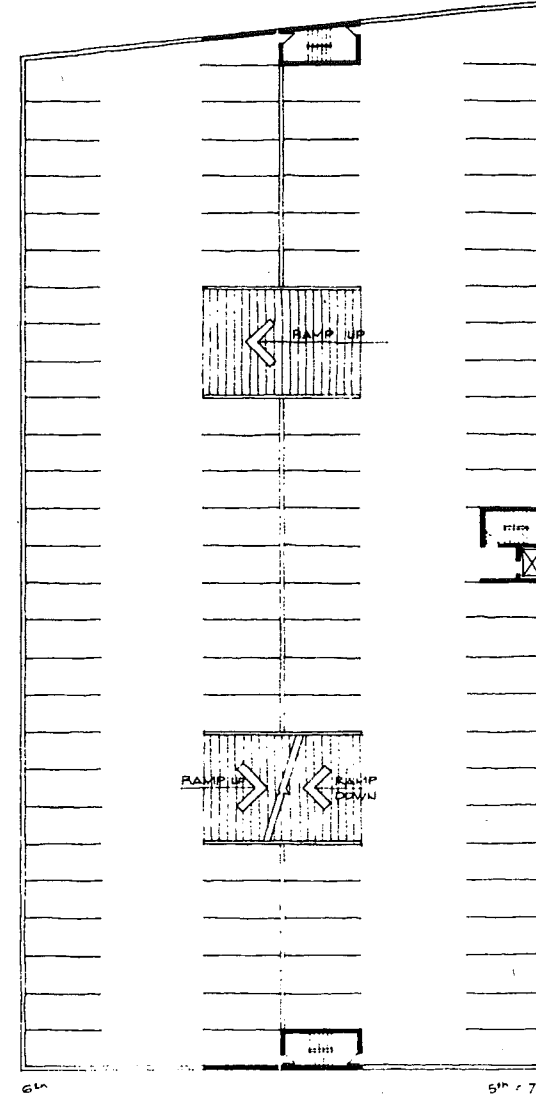
A



FIRST & SECOND LEVEL
45 STALLS + 48 STALLS = 93 STALLS



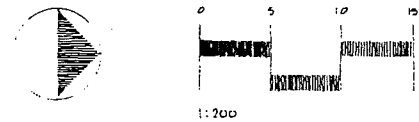
THIRD & FOURTH LEVEL
46 STALLS + 48 STALLS = 94 STALLS



FIFTH & SIXTH LEVEL
46 STALLS + 48 STALLS = 94 STALLS
46 STALLS FOR SEVENTH LEVEL
TOTAL = 326 STALLS

RITCHIE MILL DEVELOPMENT EDMONTON

MENNO DEVELOPMENTS LTD.

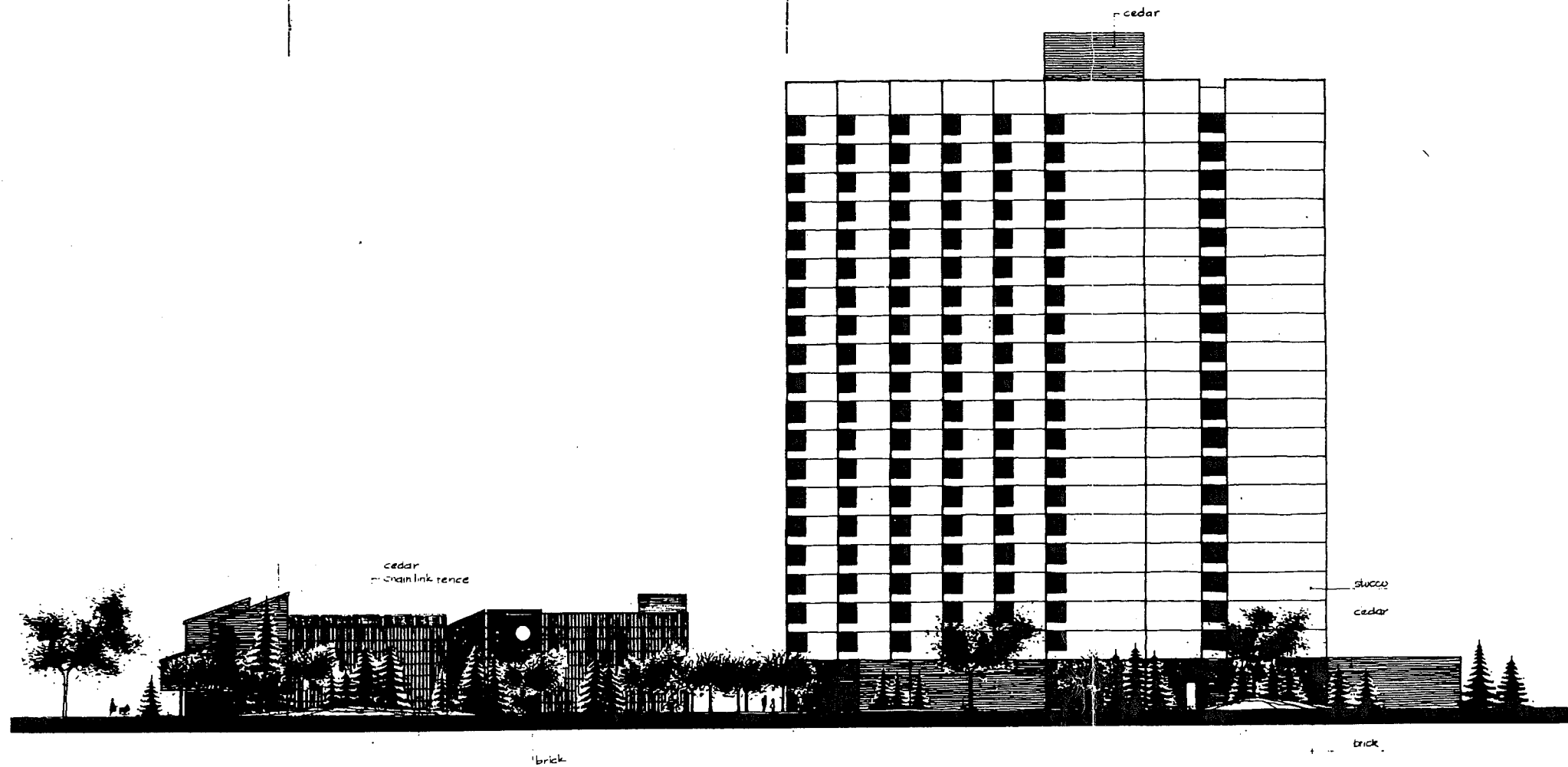


bbe
Bitorl • Holland • Christensen Architects Ltd.
420 Boardwalk Building, 10310 102 Avenue
Edmonton, Alberta, Canada T5J 2T8
Phone — (403) 424-2171

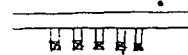
SCHEDULE A

TOWNHOUSES | PARKADE

APARTMENTS



EAST

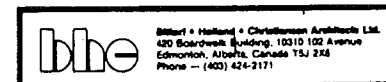


4x4 cedar
with conc backing.

RITCHIE MILL DEVELOPMENT EDMONTON



MENNO DEVELOPMENTS LTD.



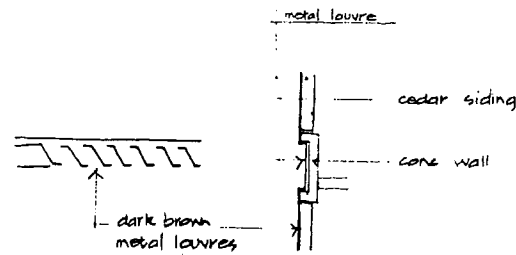
SCHEDULE A

TOWNHOUSES | PARKADE

APARTMENTS



EAST



ALTERNATE SCHEME

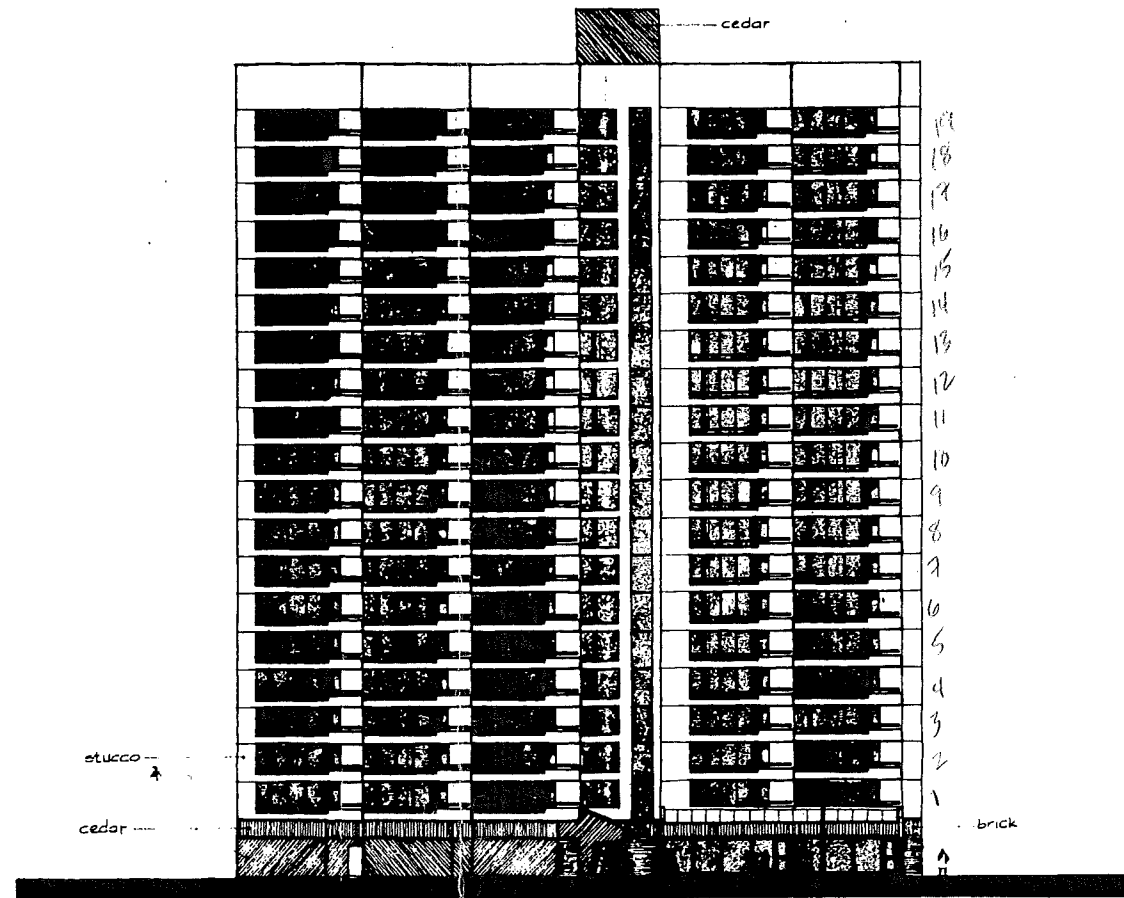
RITCHIE MILL DEVELOPMENT EDMONTON



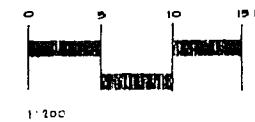
MENNO DEVELOPMENTS LTD.

bhe Stewart + Haines + Christensen Architects Ltd.
430 Boardwalk Building, 10310 102 Avenue
Edmonton, Alberta, Canada T5J 2X8
Phone — (403) 424-2171

SCHEDULE A



NORTH



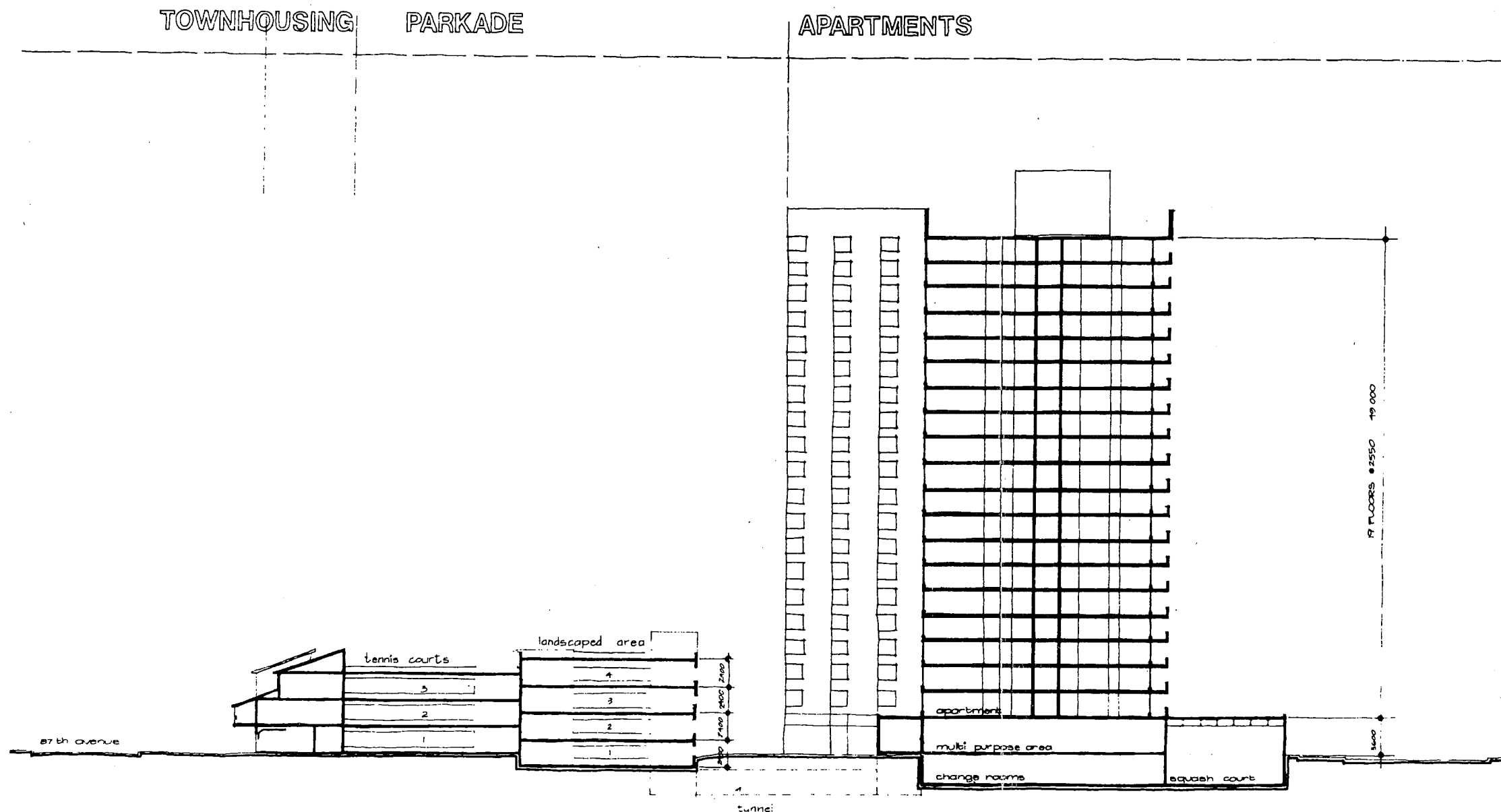
RITCHIE MILL DEVELOPMENT EDMONTON

MENNO DEVELOPMENTS LTD.

bhe Blair + Helms + Christensen Architects Ltd.
420 Boardwalk Building, 10310 102 Avenue
Edmonton, Alberta, Canada T5J 2K4
Phone — (403) 424-2171

SCHEDULE A

1/1



SECTION

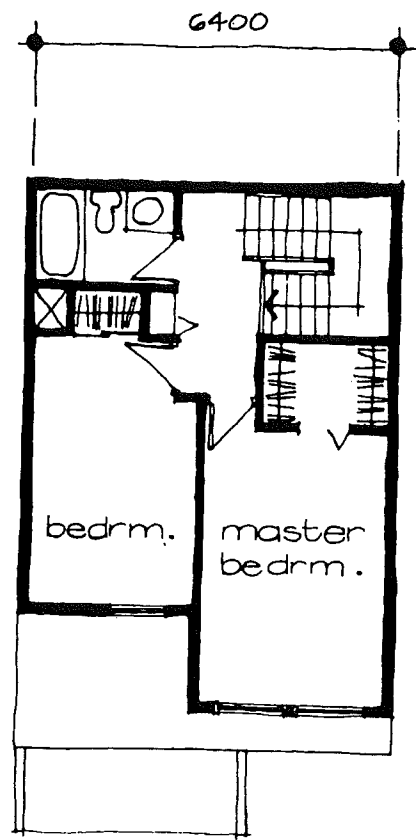
RITCHIE MILL DEVELOPMENT
EDMONTON

MENNO DEVELOPMENTS LTD.

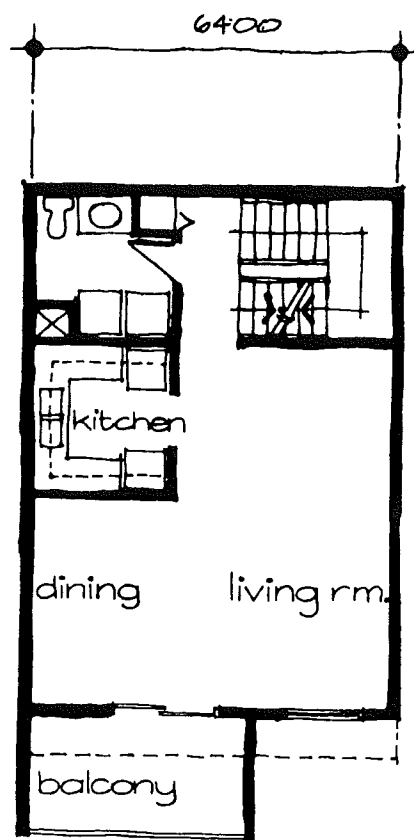
bhe
 Bitter + Holland + Christensen Architects Ltd.
 420 Boardwalk Building, 10310 102 Avenue
 Edmonton, Alberta, Canada T5J 2T8
 Phone - (403) 424-2171

SCHEDULE A

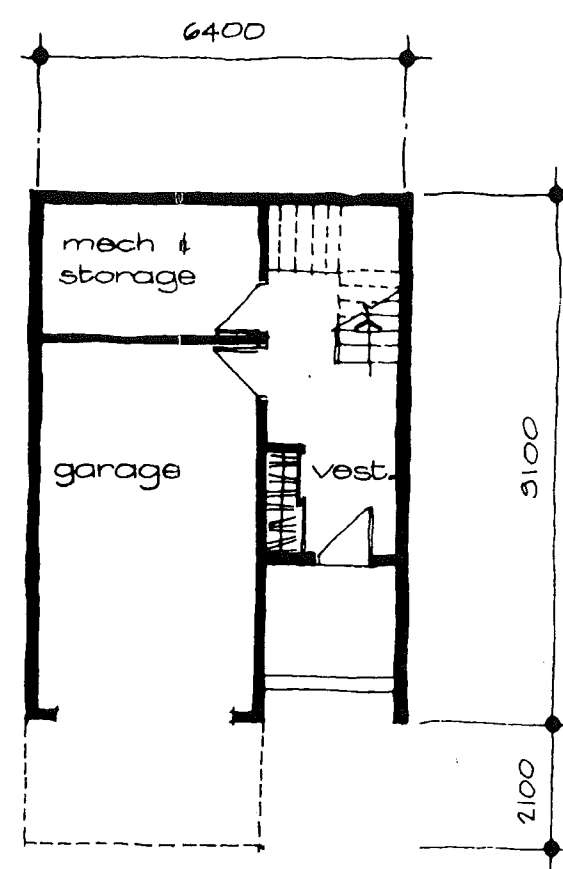
TWO BEDROOM TOWNHOUSE



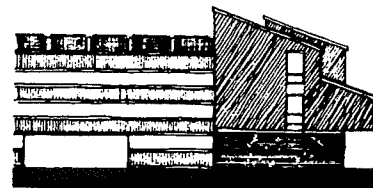
UPPER FLOOR PLAN



MAIN FLOOR PLAN



LOWER FLOOR PLAN



SIDE ELEVATION

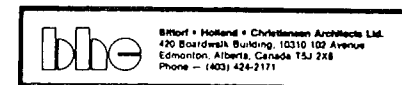


FRONT ELEVATION

RITCHIE MILL DEVELOPMENT
EDMONTON



MENNO DEVELOPMENTS LTD.



SCHEDULE A

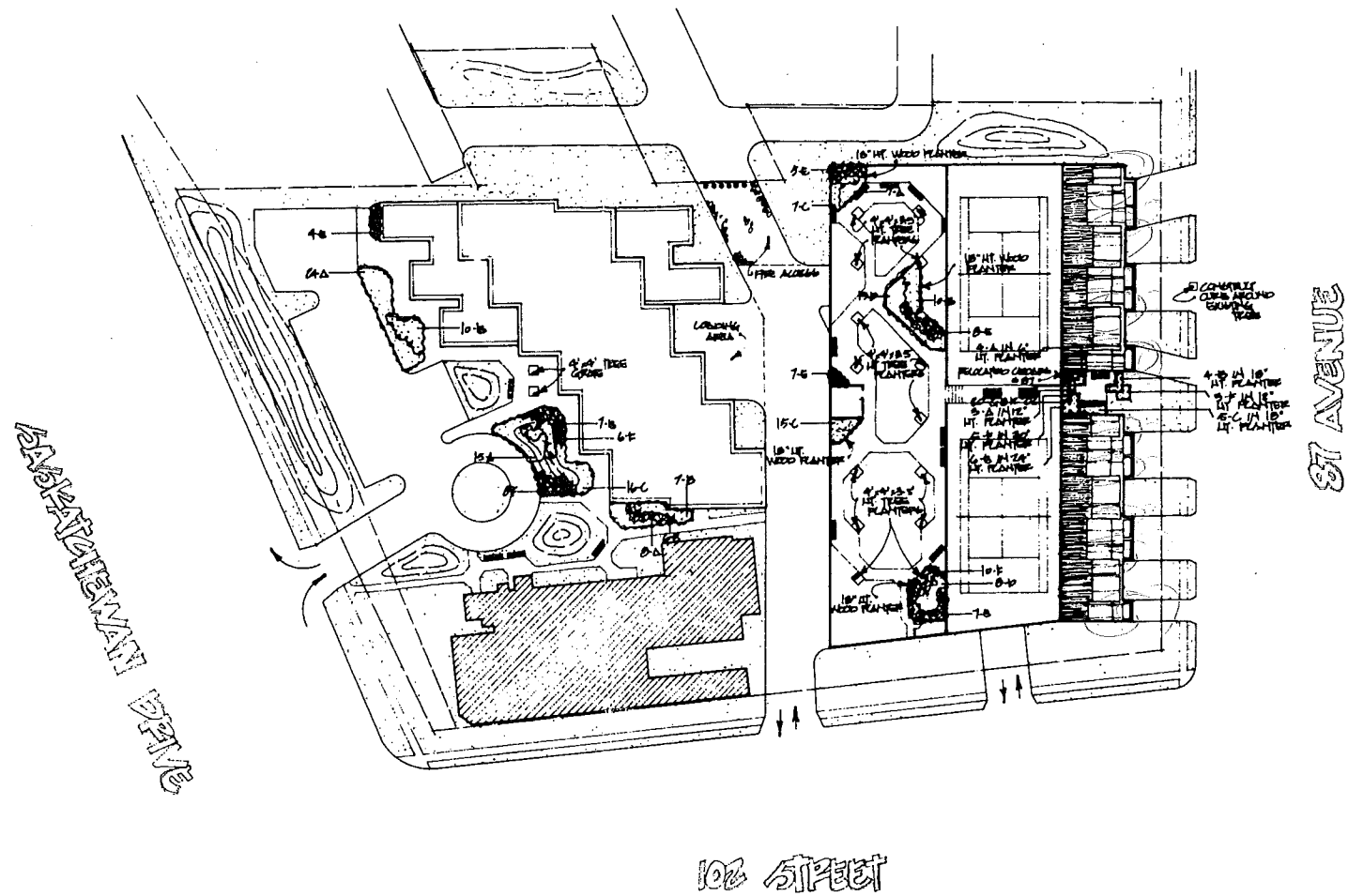
SCHEDULE "B"

- a) retail stores as defined in the Zoning Bylaw of the City under C-1
- b) small branch bank operations
- c) barber shops
- d) dry cleaning depots
- e) ladies hair dressing establishments
- f) offices

PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE
A	POTENTILLA FRUTICOSA	SPURRY GONOLDS	05	10-24" HT.
B	PRUNUS X CISTENSIS	FLORIB. CHERRY	05	04-24" HT.
C	CORNUS ALBA 'ELEGANTISSIMA'	DOGWOOD	05	04-24" HT.
D	ACERUCIAS CAN. AUREA	ORANGE BLOSSOM	04	10-24" HT.
E	FRAXINUS AMERICANA	AMERICAN BEECH	04	04-24" HT.
F	JUNIPERUS HORIZONTALIS	SPREADING JUNIPER	02	04-24" HT.
G	PERIPHORA GIBBA	SELF-CLEANING VIB.	02	2 YRS.

NOTE: THIS SCHEDULE TO BE USED IN CONNECTION WITH THE GENERAL LANDSCAPE PLAN. SEE THE PLANTING SCHEDULE FOR ALL PLANTING. 60% TREE, 40% SHRUB.

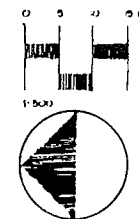


SHRUB PLANTING

**RITCHIE MILL DEVELOPMENT
EDMONTON**

MENNO DEVELOPMENTS LTD.

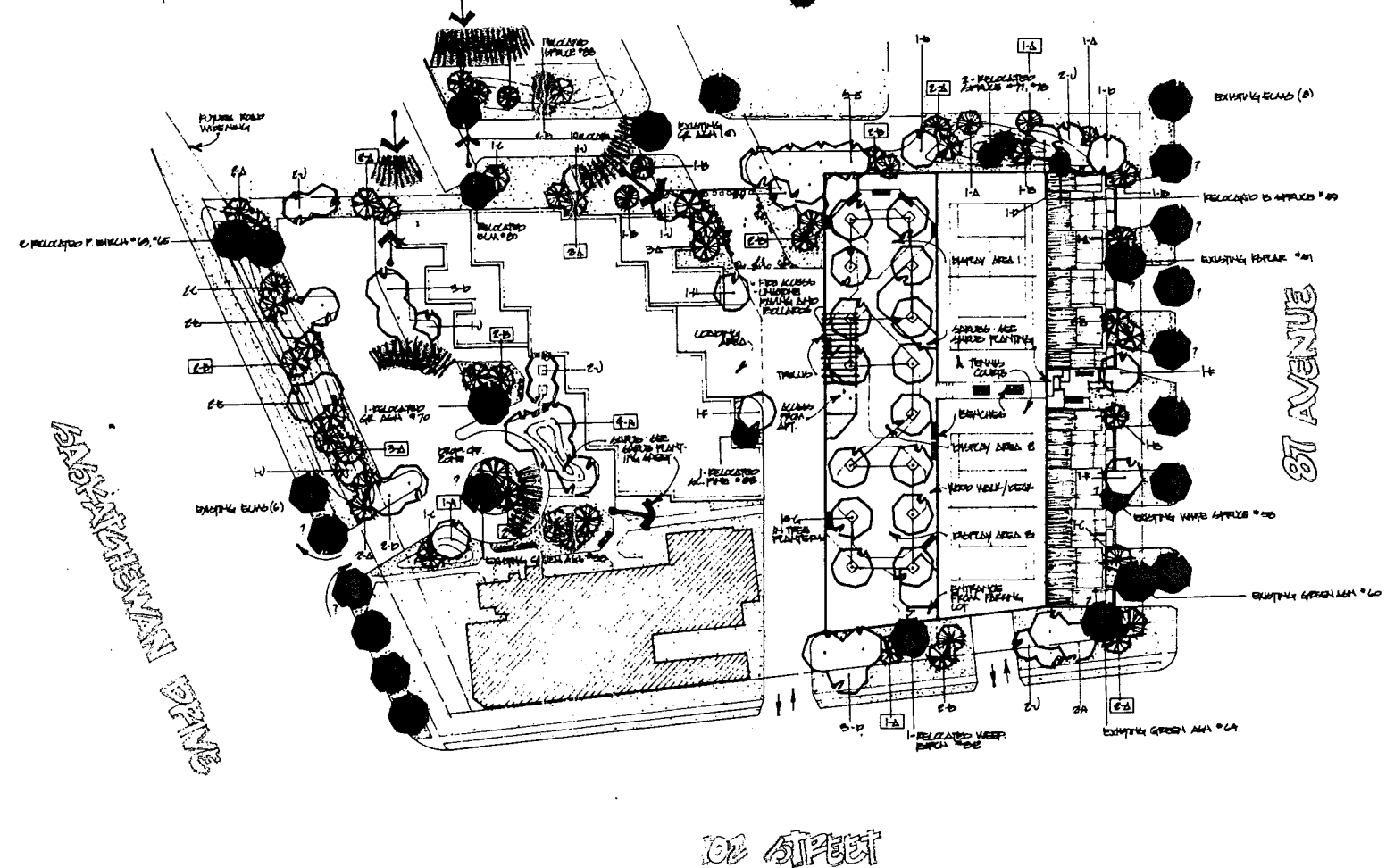
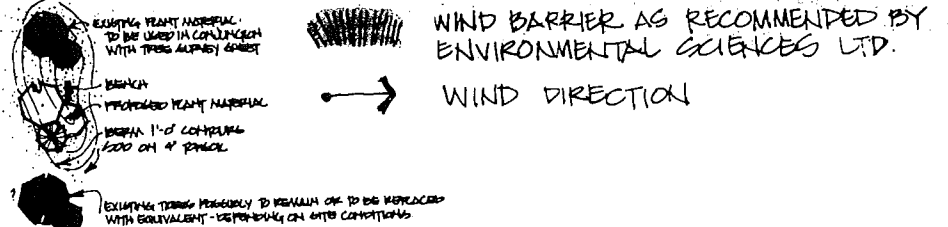
SCHEDULE C



PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE
A	PIERIS GLAUCA	WHITE APPLES	15	8-10" HT.
B	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
C	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
D	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
E	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
F	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
G	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
H	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
I	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
J	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
K	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
L	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
M	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
N	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
O	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
P	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
Q	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
R	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
S	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
T	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
U	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
V	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
W	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
X	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
Y	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.
Z	PIERIS MARGENSIS 'GLAUCO'	COLOURED BELLS APPLES	15	8-10" HT.

LEGEND

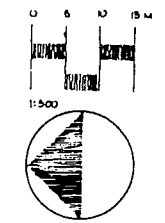


TREE PLANTING

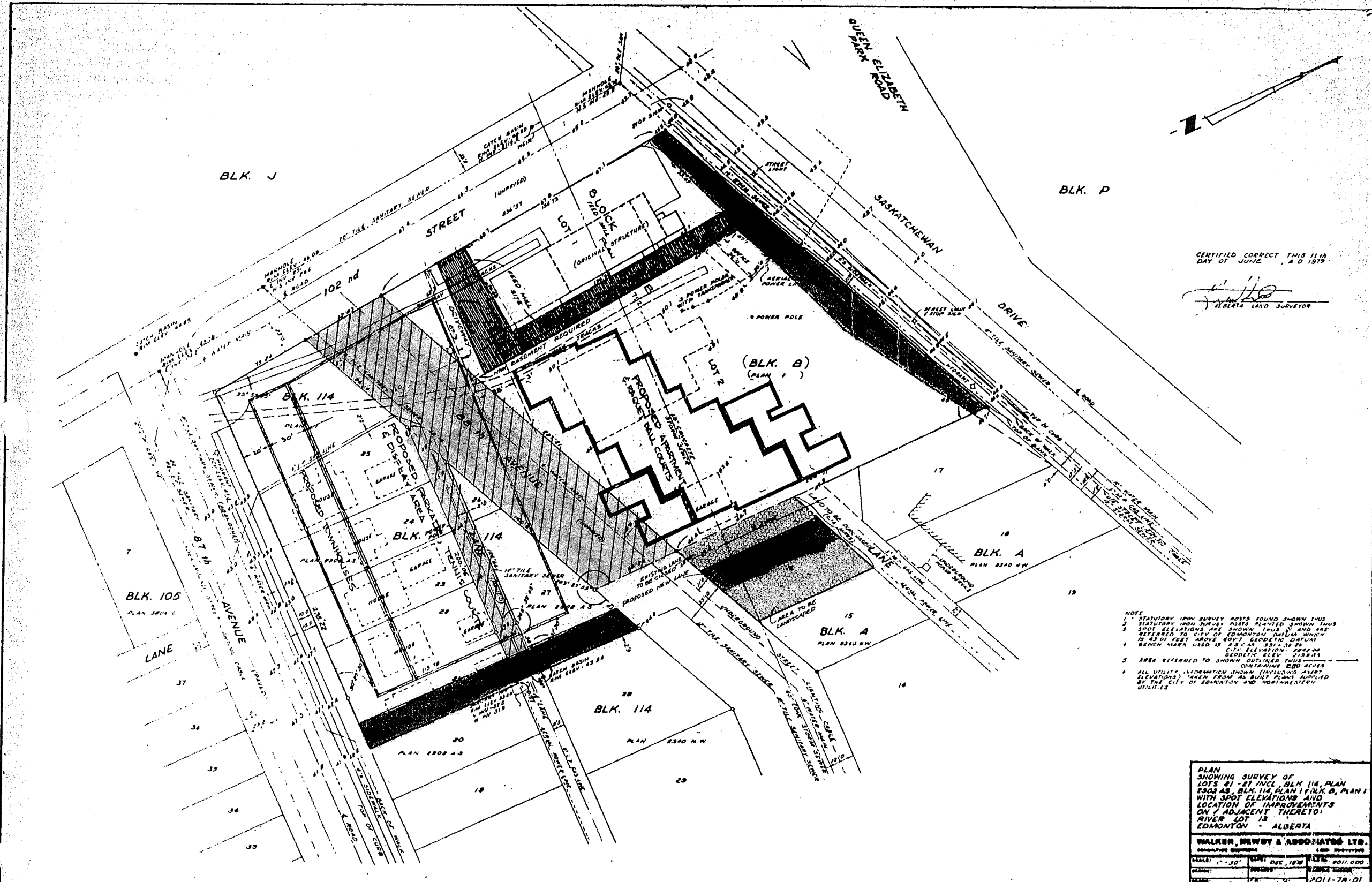
**RITCHIE MILL DEVELOPMENT
EDMONTON**

MENNO DEVELOPMENTS LTD.

SCHEDULE C



ENVIRONMENTAL SCIENCES LTD.



CERTIFIED CORRECT THIS 11th DAY OF JUNE, A.D. 1979

[Signature]
ALBERTA LAND SURVEYOR

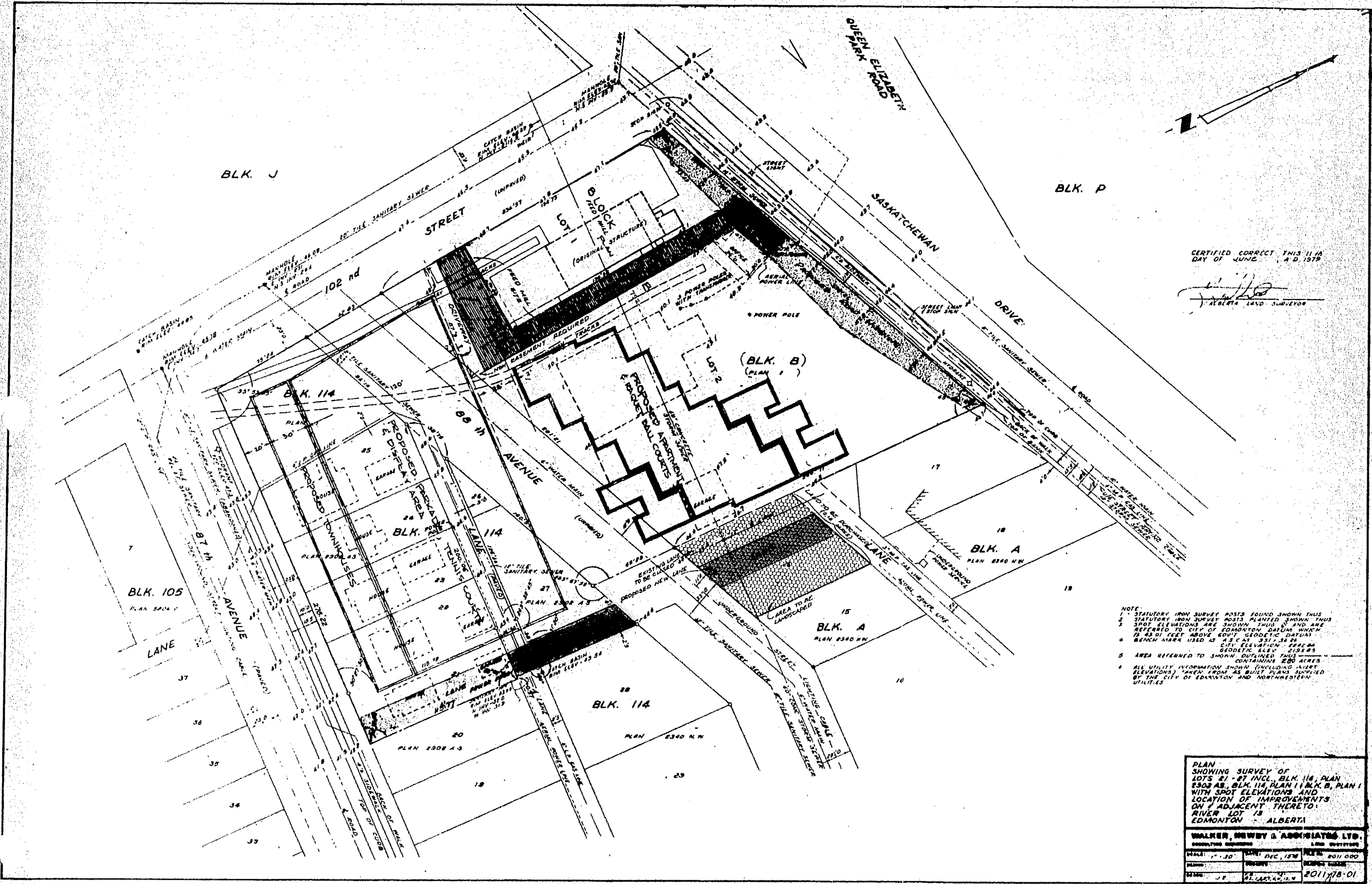
- NOTE
1. STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
 2. STATUTORY IRON SURVEY POSTS PLANTED SHOWN THUS
 3. SPOT ELEVATIONS ARE SHOWN THUS 3 AND ARE REFERRED TO CITY OF EDMONTON DATUM WHICH IS 43.01 FEET ABOVE GOVT GEODETIC DATUM
 4. BENCH MARK USED IS A.S.C.A. 351.34 88 CITY ELEVATION FROM GEODETIC ELEV. 43.01
 5. AREA REFERRED TO SHOWN OUTLINED THUS CONTAINING 200 ACRES
 6. ALL UTILITY INFORMATION SHOWN (INCLUDING ASBEST ELEVATIONS) TAKEN FROM AS BUILT PLANS SUPPLIED BY THE CITY OF EDMONTON AND NORTHWESTERN UTILITIES

PLAN SHOWING SURVEY OF LOTS 21 - 27 INCL. BLK. 114, PLAN 2303 AS, BLK. 114, PLAN 1 INK B, PLAN 1 WITH SPOT ELEVATIONS AND LOCATION OF IMPROVEMENTS ON ADJACENT THERETO RIVER LOT 18 EDMONTON - ALBERTA

WALKER, NEWBY & ASSOCIATES LTD.
LAND SURVEYORS

SCALE: 1" = 30'	DATE: DEC. 1978	FILE: 2011.020
PROJECT:	PROJECT:	PROJECT:
SCALE: 1" = 30'	DATE: DEC. 1978	FILE: 2011-78-01

SCHEDULE D



CERTIFIED CORRECT THIS 11th DAY OF JUNE, A.D. 1979

[Signature]
 ALBERTA LAND SURVEYOR

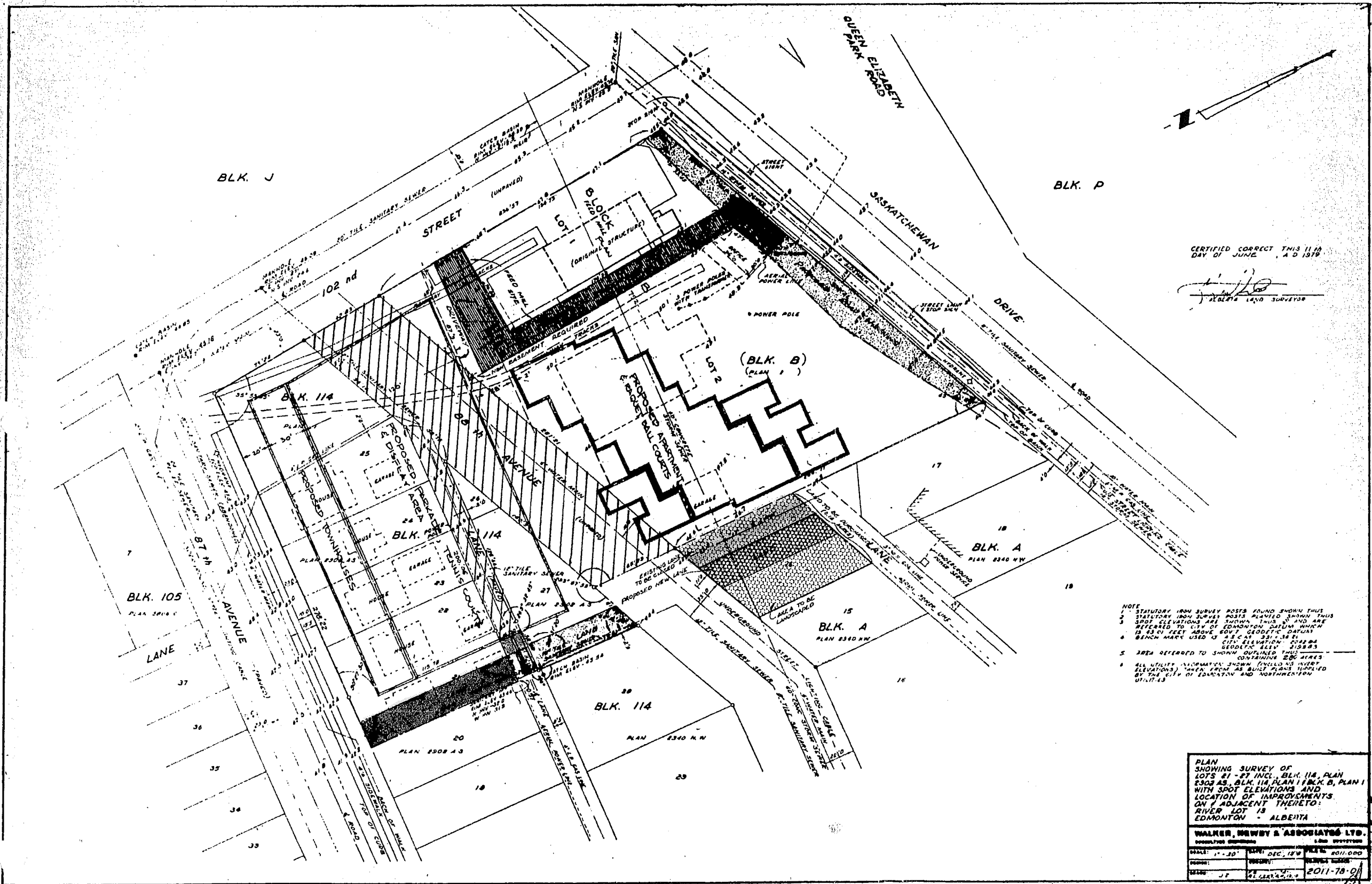
- NOTE:
1. STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
 2. STATUTORY IRON SURVEY POSTS PLANTED SHOWN THUS
 3. SPOT ELEVATIONS ARE SHOWN THUS AND ARE REFERRED TO CITY OF EDMONTON DATUM WHICH IS 43.01 FEET ABOVE EDVIT GEODETIC DATUM
 4. BENCH MARK USED IS A.S.C. NO. 311-14-24 CITY ELEVATION: 3382.84 GEODETIC 3339.83
 5. AREA REFERRED TO SHOWN OUTLINED THUS CONTAINS 200 ACRES
 6. ALL UTILITY INFORMATION SHOWN (INCLUDING HAZARD ELEVATIONS) TAKEN FROM AS BUILT PLANS SUPPLIED BY THE CITY OF EDMONTON AND NORTHWESTERN UTILITIES

PLAN SURVEY OF
 SHOWING SURVEY OF
 LOTS 21-27 INCL. BLK. 114, PLAN
 2302 A.S., BLK. 114, PLAN 1, BLK. B, PLAN 1
 WITH SPOT ELEVATIONS AND
 LOCATION OF IMPROVEMENTS
 ON / ADJACENT THERETO:
 RIVER LOT 18
 EDMONTON - ALBERTA

WALKER, HURBY & ASSOCIATES LTD.
 CONSULTING ENGINEERS

SCALE: 1" = 50'	DATE: DEC, 1978	PLAN: 201178.01
PROJECT: RIVER LOT 18	CLIENT: CITY OF EDMONTON	DATE: 201178.01

SCHEDULE E



CERTIFIED CORRECT THIS 11th DAY OF JUNE, A.D. 1978

[Signature]
ALBERTA LAND SURVEYOR

- NOTE
1. STATUTORY IRON SURVEY POSTS FOUND SHOWN THIS PLAN.
 2. STATUTORY IRON SURVEY POSTS PLACED SHOWN THIS PLAN.
 3. SPOT ELEVATIONS ARE SHOWN THIS PLAN AND ARE REFERRED TO CITY OF EDMONTON DATUM WHICH IS 43.00 FEET ABOVE 1985 GEODETIC DATUM.
 4. BENCH MARK USED IS A.S.C. 331 - 38.81 CITY ELEVATION - 5142.94 GEODETIC ELEV - 5185.93
 5. AREA REFERRED TO SHOWN OUTLINED THIS PLAN CONTAINING 200 ACRES.
 6. ALL UTILITY INFORMATION SHOWN INCLUDES INVERT ELEVATIONS, WHEN KNOWN AS BUILT PIPES SUPPLIED BY THE CITY OF EDMONTON AND NORTHRENTON UTILITIES.

PLAN SHOWING SURVEY OF LOTS 21 - 27 INCL. BLK. 114, PLAN 2302 AS, BLK. 114, PLAN 1 / BLK. B, PLAN 1 WITH SPOT ELEVATIONS AND LOCATION OF IMPROVEMENTS ON / ADJACENT THERETO. RIVER LOT 15 EDMONTON - ALBERTA

WALKER, HURWY & ASSOCIATES LTD.		
REGISTERED SURVEYORS	L.S. NO. 2011-000	
SCALE: 1" = 30'	DATE: DEC. 1978	PLAN NO. 2011-000
PROJECT:	PROJECT NO. 2011-78-01	
SHEET: 27	OF 27 SHEETS	2011-78-01

SCHEDULE F

**AGREEMENT MADE... 1982 BETWEEN THE
CITY OF EDMONTON AND WATERS EDGE
TOWER LTD.**

Planning and Development
LIBRARY
The City of Edmonton

**DC2 (H) WATERS EDGE TOWER
M84-A
10149 SASKATCHEWAN DRIVE**

**A0100
0033
1980**

THIS AGREEMENT made this 29 day of

, A.D. 1982.

BETWEEN:

THE CITY OF EDMONTON
a municipal corporation

(hereinafter referred to as "the City")

OF THE FIRST PART

- and -

WATERS EDGE TOWER LTD.
a body corporate incorporated pursuant to the
laws of the Province of Alberta

(hereinafter referred to as "the Company")

OF THE SECOND PART

WHEREAS on the 29th day of November, 1979 the City entered into an agreement in writing with 116640 Holdings Ltd. (hereinafter referred to as "the Agreement"); and

WHEREAS the Company has purchased the Development Site as defined in the Agreement, which site is now legally described as Lot 3, Block B, Plan 812 1452, containing 0.955 hectares more or less, (R.L. 13 Edmonton Settlement), excepting thereout all mines and minerals, and has assumed all obligations and privileges of the Agreement; and

WHEREAS the residential highrise building with accessory commercial uses, parking structure and townhouses defined in the Agreement as "the Project" has been constructed in accordance with the provisions of the Agreement; and

WHEREAS the Agreement provides that the proposed uses of the Project shall be those uses set forth in Schedule "B" of the Agreement; and

WHEREAS the Company now wishes to develop a minor eating and drinking establishment within the Project, in accordance with the plans annexed hereto as Schedule "1", which use was not included in Schedule "B" of the Agreement; and

WHEREAS the Company has requested that the City enter into this agreement;

NOW THEREFORE this agreement witnesseth that in consideration of the mutual and other covenants herein contained, and the sum of \$1.00 now paid by the Company to the City the parties hereto agree each with the other as follows:

1. Schedule "B" of the Agreement is hereby amended by adding after item (f) the following:

"(f) A minor eating and drinking establishment, (hereinafter called "the establishment") as defined in Bylaw No. 5996, the Edmonton Land Use Bylaw, as amended, in force on the day this agreement comes into effect, which establishment shall not exceed 1085 square feet in area and shall be developed substantially in accordance with the plans annexed hereto as Schedule "1" by June 30, 1983."

2. (a) No changes shall be permitted to the Plans described in Article 1 above, except:

- (i) revisions which may be necessary for the express purpose of complying with any existing statutes, bylaws, regulations or City policies, which would be violated by strict interpretation of the said Plans;
- (ii) minor revisions which may be required by the Building Inspection Branch of the City Bylaw Enforcement Department, to ensure conformity to the Alberta Uniform Building Standards Act, R.S.A. 1980, c.U-4, as amended, and regulations made thereunder; and
- (iii) minor revisions requested by the Company and approved by the City's Development Officer.

- (b) For the purposes of this Article 1, the Development Officer shall be the sole judge as to what constitutes a minor revision.

3. (a) As part of the development of the establishment, the Company shall construct and pay for 20 parking stalls at grade, of which 15 stalls shall be designated for commercial use and 5 designated for the use of visitors to the Project.
- (b) The Company shall designate an additional 4 stalls for visitor parking in the parkade of the Project, it being acknowledged that these 4 stalls are to compensate for the 4 visitor parking stalls replaced by the stalls for commercial uses at grade.

4. Notice

4.1 Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given,

- (a) in the case of notice to the City, if such notice is sent by prepaid registered mail in an envelope addressed to:

Manager, Land Development Co-ordination Branch
Planning Department
13th Floor, Phipps-McKinnon Building
10020 - 101 A Avenue
Edmonton, Alberta
T5J 3G2

- (b) in the case of notice to the Company, if such notice is sent by prepaid registered mail in an envelope addressed to:

Waters Edge Tower Ltd.
10735 - 107 Avenue
Edmonton, Alberta
T5H 0V9

4.2 Notice given as aforesaid, if posted in Alberta, shall conclusively be deemed to have been given on the fifth business day following the date on which such notice is mailed. Any notice personally delivered shall be deemed to have been given on the date of personal delivery.

4.3 Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice, the address therein specified shall be deemed to be the address of the said party for the giving of notice hereunder.

4.4 The word "notice" in this clause shall be deemed to include any requests, statement or other writing in their Agreement provided, required or permitted to be given by the City to the Company or by the Company to the City.

5. Arbitration

5.1 In the event of a dispute between the parties hereto as to the interpretation, application, operation or alleged violation of this Agreement or any of the provisions hereof, such dispute shall be determined by arbitration in accordance with the following terms and conditions:

- (a) The party desiring to refer the dispute for arbitration shall notify the other party in writing of the nature and extent of the dispute.
- (b) Within seven (7) days of the receipt of such notice, the notified party shall, by written notice advise the disputing party of all matters referred to in the initial notice except those for which the party admits responsibility and proposes to take remedial action to the satisfaction of the disputing party.
- (c) The terms of the reference for the arbitration shall be those areas of dispute referred to in the initial notice for which the notified party has not admitted responsibility or proposed to take remedial action to the satisfaction of the disputing party.

- (d) The City and the Company shall, within seven (7) days of the establishment of the terms of reference pursuant to this Article, each appoint an Arbitrator and the two Arbitrators shall within seven (7) days of their appointment, appoint a third member to the Arbitration Committee to be known as the Chairman. If either party fails to appoint an Arbitrator, then the other party may apply to a Judge of the Court of Queen's Bench to have such Arbitrator appointed. If the two Arbitrators fail to appoint a Chairman, then both parties, or either of them may apply to a Judge of the Court of Queen's Bench to have the Chairman appointed.
- (e) Within thirty (30) days of the establishment of the Arbitration Committee, or such further period as may be agreed upon by the Court of Queen's Bench to have the Chairman appointed.
- (f) The decision of the majority of the Arbitration Committee shall be the decision of the Committee. If no majority decision is reached, the decision of the Chairman shall be deemed to be the decision of the Committee.
- (g) The decision of the Committee shall be final and binding upon the parties hereto.
- (h) Except as specified herein, the provisions of the Arbitration Act R.S.A. 1980, c.A-43, as amended, shall apply to the arbitration procedure herein.

6. General

6.1 Until completion of the project, the Company shall maintain in full force and effect, a comprehensive general liability insurance policy, providing coverage of not less than Two Million Dollars. (\$2,000,000.00) for

bodily injury, including death, or property damage, or both, and including contractual liability and shall provide evidence satisfactory to the City Solicitor, if requested, that such policy has been obtained and is in good standing, and all premiums paid as required.

6.2 If the Company, at any time, defaults in the observance of any of its covenants, the City shall serve notice in writing on the Company specifying the default, and, if the Company fails to rectify such default within sixty (60) days after the day of receipt of such notice, the Company shall forthwith upon demand, pay to the City all costs incurred by it to rectify the default of the Company.

6.3 The Company shall obtain the same covenants as are herein contained from any person to whom it may in any way convey the development site or the project, or any part thereof, so that the term of this Agreement shall be enforceable by the City. The City may file a caveat against the said lands to protect its interest herein, and shall, from time to time postpone such caveat in favour of a mortgage, mortgages, encumbrance or encumbrances securing financing for the project or payment of a portion of the purchase price resulting from the sale of the project, to be registered at the Land Titles Office for the North Alberta Land Registration District, upon request to the City in writing by the Company.

6.4 Each of the parties hereto shall execute and deliver to the other all such further assurances and documents which may be reasonably deemed necessary by the solicitors for either of them to give full force and effect to the Agreement.

6.5 The Company shall indemnify and save harmless the City from all claims, demands, actions, costs, charges and expenses of any kind or nature for which the City may become liable or which the City may by reason of any actions of the Company taken on the authority of this Agreement, or by reason of any injury occasioned to or suffered by any person or persons, or any property by reason of any act, neglect or default on the part of the Company, its employees, agents or independent contractors in relation hereto.

6.6 This Agreement is not intended to nullify, replace, circumvent, extend modify any existing statutes, bylaws, permit conditions or general requirements which govern development or construction within the City and existing at the date of this Agreement.

6.7 Any and all provisions of this Agreement shall be severably one from the other and in the event that a Court of competent jurisdiction finds a provision herein invalid or unenforceable, such invalidity or unenforcibility of any one provision shall not affect any other, and the remaining provisions of this Agreement shall be given full force and effect.

6.8 Whenever the singular, neuter or masculine is used throughout this Agreement the same shall be construed as meaning the plural or feminine or body corporate, where the context or parties hereto require.

6.10 It is agreed that everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors and assigns respectively.

6.11 The parties hereby ratify and confirm the provisions of the Agreement, which shall except as amended by provisions contained herein, remain in force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seal attested to by their proper officers in that behalf at the City of Edmonton, in the Province of Alberta, on the day and year first above written.

THE CITY OF EDMONTON

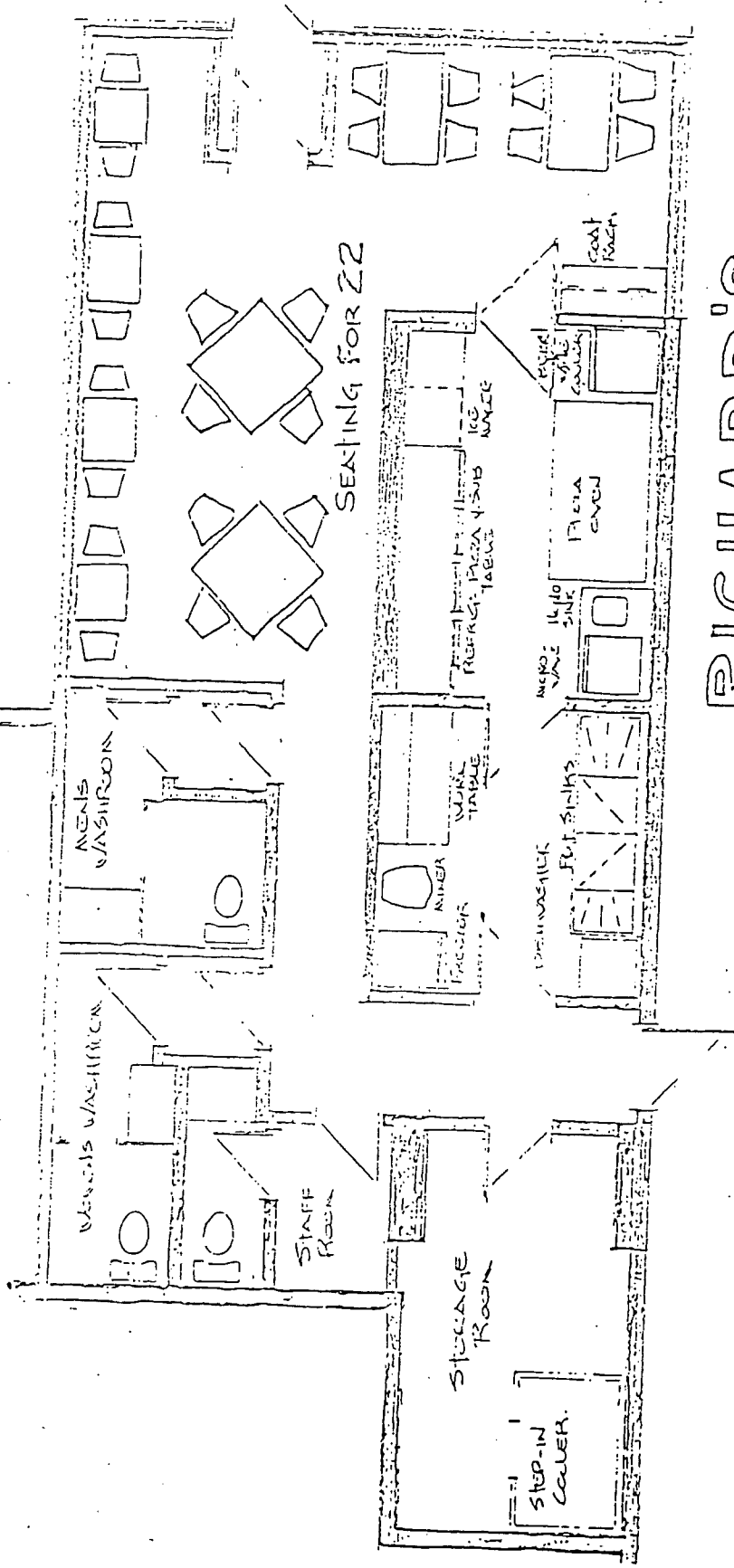
MAYOR

CITY CLERK

WATERS EDGE TOWER LTD.

Per: _____

Per: _____



RICHARD'S

SCALE 1:50
 DATE APR. 26/82
 BY PALE TB.

DWG. # 2351/1/82

RUSSELL FOOD EQUIPMENT
 10225 - 106 ST. - EDMONTON
 423 - 422.1

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF EDMONTON AND
WATERS EDGE TOWER LTD.

SASK. DRIVE & 102 STREET

M-84A

THIS AGREEMENT made this 10 day of January, A.D. 1982³

BETWEEN:

THE CITY OF EDMONTON
a municipal corporation

(hereinafter referred to as "the City")

OF THE FIRST PART

- and -

WATERS EDGE TOWER LTD.
a body corporate incorporated pursuant to the
laws of the Province of Alberta

(hereinafter referred to as "the Company")

OF THE SECOND PART

WHEREAS on the 29³th day of November, 1979 the City entered into an agreement in writing with 116640 Holdings Ltd. (hereinafter referred to as "the Agreement"); and

WHEREAS the Company has purchased the Development Site as defined in the Agreement, which site is now legally described as Lot 3, Block B, Plan 812 1452, containing 0.955 hectares more or less, (R.L. 13 Edmonton Settlement), excepting thereout all mines and minerals, and has assumed all obligations and privileges of the Agreement; and

WHEREAS the residential highrise building with accessory commercial uses, parking structure and townhouses defined in the Agreement as "the Project" has been constructed in accordance with the provisions of the Agreement; and

WHEREAS the Agreement provides that the proposed uses of the Project shall be those uses set forth in Schedule "B" of the Agreement; and

WHEREAS the Company now wishes to develop a minor eating and drinking establishment within the Project, in accordance with the plans annexed hereto as Schedule "1", which use was not included in Schedule "B" of the Agreement; and

21,652

[Handwritten initials]

WHEREAS the Company has requested that the City enter into this agreement;

NOW THEREFORE this agreement witnesseth that in consideration of the mutual and other covenants herein contained, and the sum of \$1.00 now paid by the Company to the City the parties hereto agree each with the other as follows:

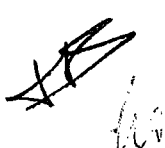
1. Schedule "B" of the Agreement is hereby amended by adding after item (f) the following:

"(f) A minor eating and drinking establishment, (hereinafter called "the establishment") as defined in Bylaw No. 5996, the Edmonton ~~Land~~ Land Use Bylaw, as amended, in force on the day this agreement comes into effect, which establishment shall not exceed 1085 square feet in area and shall be developed substantially in accordance with the plans annexed hereto as Schedule "1" by June 30, 1983."

2. (a) No changes shall be permitted to the Plans described in Article 1 above, except:

- (i) revisions which may be necessary for the express purpose of complying with any existing statutes, bylaws, regulations or City policies, which would be violated by strict interpretation of the said Plans;
- (ii) minor revisions which may be required by the Building Inspection Branch of the City Bylaw Enforcement Department, to ensure conformity to the Alberta Uniform Building Standards Act, R.S.A. 1980, c.U-4, as amended, and regulations made thereunder; and
- (iii) minor revisions requested by the Company and approved by the City's Development Officer.

(b) For the purposes of this Article 1, the Development Officer shall be the sole judge as to what constitutes a minor revision.



3. (a) As part of the development of the establishment, the Company shall construct and pay for 20 parking stalls at grade, of which 15 stalls shall be designated for commercial use and 5 designated for the use of visitors to the Project.
- (b) The Company shall designate an additional 4 stalls for visitor parking in the parkade of the Project, it being acknowledged that these 4 stalls are to compensate for the 4 visitor parking stalls replaced by the stalls for commercial uses at grade.

4. Notice

4.1 Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given,

- (a) in the case of notice to the City, if such notice is sent by prepaid registered mail in an envelope addressed to:

Manager, Land Development Co-ordination Branch
Planning Department
13th Floor, Phipps-McKinnon Building
10020 - 101 A Avenue
Edmonton, Alberta
T5J 3G2

- (b) in the case of notice to the Company, if such notice is sent by prepaid registered mail in an envelope addressed to:

Waters Edge Tower Ltd.
10735 - 107 Avenue
Edmonton, Alberta
T5H 0V9

4.2 Notice given as aforesaid, if posted in Alberta, shall conclusively be deemed to have been given on the fifth business day following the date on which such notice is mailed. Any notice personally delivered shall be deemed to have been given on the date of personal delivery.



4.3 Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice, the address therein specified shall be deemed to be the address of the said party for the giving of notice hereunder.

4.4 The word "notice" in this clause shall be deemed to include any requests, statement or other writing in their Agreement provided, required or permitted to be given by the City to the Company or by the Company to the City.

5. Arbitration

5.1 In the event of a dispute between the parties hereto as to the interpretation, application, operation or alleged violation of this Agreement or any of the provisions hereof, such dispute shall be determined by arbitration in accordance with the following terms and conditions:

- (a) The party desiring to refer the dispute for arbitration shall notify the other party in writing of the nature and extent of the dispute.
- (b) Within seven (7) days of the receipt of such notice, the notified party shall, by written notice advise the disputing party of all matters referred to in the initial notice except those for which the party admits responsibility and proposes to take remedial action to the satisfaction of the disputing party.
- (c) The terms of the reference for the arbitration shall be those areas of dispute referred to in the initial notice for which the notified party has not admitted responsibility or proposed to take remedial action to the satisfaction of the disputing party.

Handwritten signature and initials in the bottom right corner of the page.

- (d) The City and the Company shall, within seven (7) days of the establishment of the terms of reference pursuant to this Article, each appoint an Arbitrator and the two Arbitrators shall within seven (7) days of their appointment, appoint a third member to the Arbitration Committee to be known as the Chairman. If either party fails to appoint an Arbitrator, then the other party may apply to a Judge of the Court of Queen's Bench to have such Arbitrator appointed. If the two Arbitrators fail to appoint a Chairman, then both parties, or either of them may apply to a Judge of the Court of Queen's Bench to have the Chairman appointed.
- (e) Within thirty (30) days of the establishment of the Arbitration Committee, or such further period as may be agreed upon by the Court of Queen's Bench to have the Chairman appointed.
- (f) The decision of the majority of the Arbitration Committee shall be the decision of the Committee. If no majority decision is reached, the decision of the Chairman shall be deemed to be the decision of the Committee.
- (g) The decision of the Committee shall be final and binding upon the parties hereto.
- (h) Except as specified herein, the provisions of the Arbitration Act R.S.A. 1980, c.A-43, as amended, shall apply to the arbitration procedure herein.

6. General

6.1 Until completion of the project, the Company shall maintain in full force and effect, a comprehensive general liability insurance policy, providing coverage of not less than Two Million Dollars (\$2,000,000.00) for



bodily injury, including death, or property damage, or both, and including contractual liability and shall provide evidence satisfactory to the City Solicitor, if requested, that such policy has been obtained and is in good standing, and all premiums paid as required.

6.2 If the Company, at any time, defaults in the observance of any of its covenants, the City shall serve notice in writing on the Company specifying the default, and, if the Company fails to rectify such default within sixty (60) days after the day of receipt of such notice, the Company shall forthwith upon demand, pay to the City all costs incurred by it to rectify the default of the Company.

6.3 The Company shall obtain the same covenants as are herein contained from any person to whom it may in any way convey the development site or the project, or any part thereof, so that the term of this Agreement shall be enforceable by the City. The City may file a caveat against the said lands to protect its interest herein, and shall, from time to time postpone such caveat in favour of a mortgage, mortgages, encumbrance or encumbrances securing financing for the project or payment of a portion of the purchase price resulting from the sale of the project, to be registered at the Land Titles Office for the North Alberta Land Registration District, upon request to the City in writing by the Company.

6.4 Each of the parties hereto shall execute and deliver to the other all such further assurances and documents which may be reasonably deemed necessary by the solicitors for either of them to give full force and effect to the Agreement.

6.5 The Company shall indemnify and save harmless the City from all claims, demands, actions, costs, charges and expenses of any kind or nature for which the City may become liable or which the City may by reason of any actions of the Company taken on the authority of this Agreement, or by reason of any injury occasioned to or suffered by any person or persons, or any property by reason of any act, neglect or default on the part of the Company, its employees, agents or independent contractors in relation hereto.

Handwritten signature/initials

6.6 This Agreement is not intended to nullify, replace, circumvent, extend modify any existing statutes, bylaws, permit conditions or general requirements which govern development or construction within the City and existing at the date of this Agreement.

6.7 Any and all provisions of this Agreement shall be severably one from the other and in the event that a Court of competent jurisdiction finds a provision herein invalid or unenforceable, such invalidity or unenforcibility of any one provision shall not affect any other, and the remaining provisions of this Agreement shall be given full force and effect.

6.8 Whenever the singular, neuter or masculine is used throughout this Agreement the same shall be construed as meaning the plural or feminine or body corporate, where the context or parties hereto require.

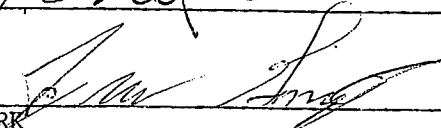
6.10 It is agreed that everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors and assigns respectively.

6.11 The parties hereby ratify and confirm the provisions of the Agreement, which shall except as amended by provisions contained herein, remain in force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seal attested to by their proper officers in that behalf at the City of Edmonton, in the Province of Alberta, on the day and year first above written.

THE CITY OF EDMONTON


MAYOR

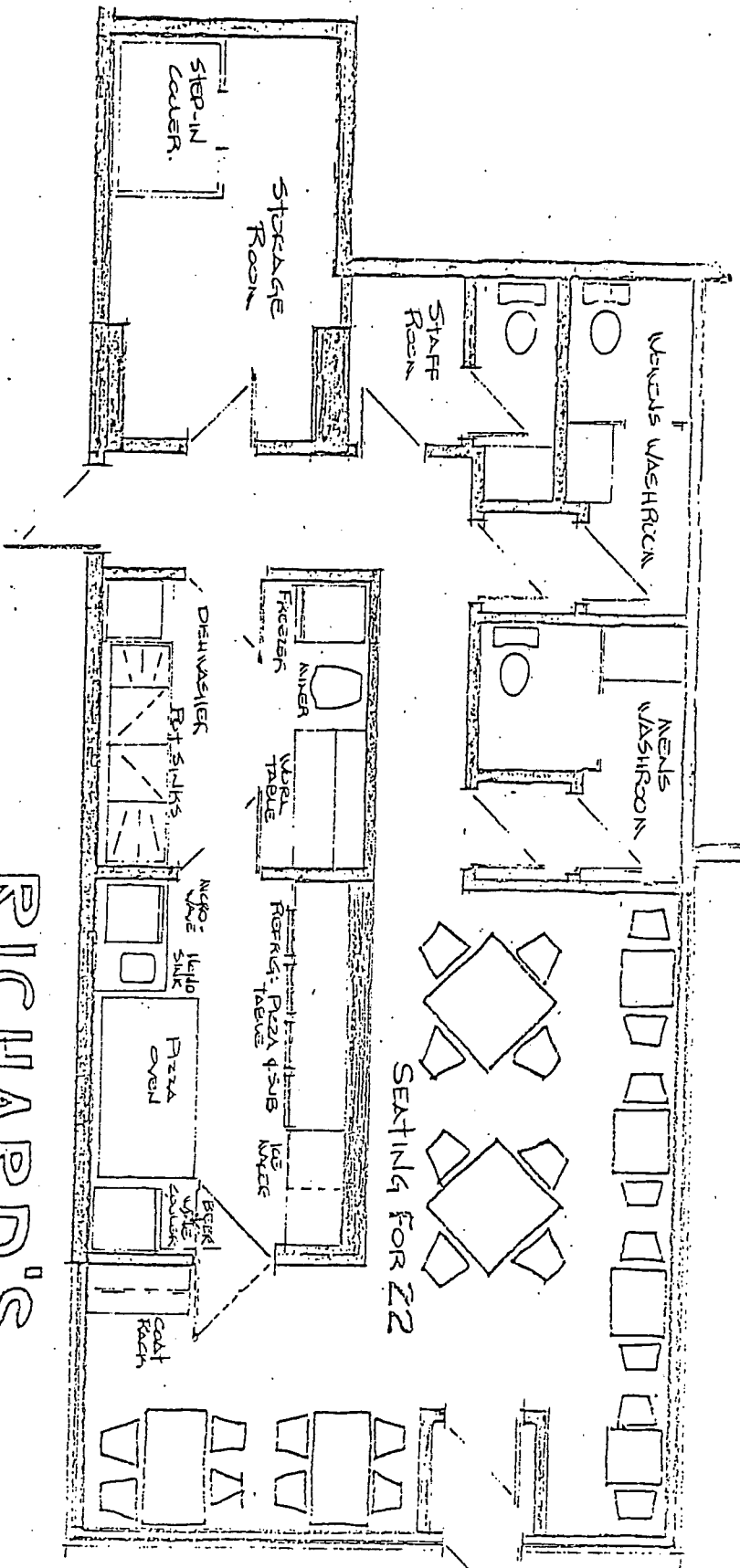

CITY CLERK

WATERS EDGE TOWER LTD.


Per:

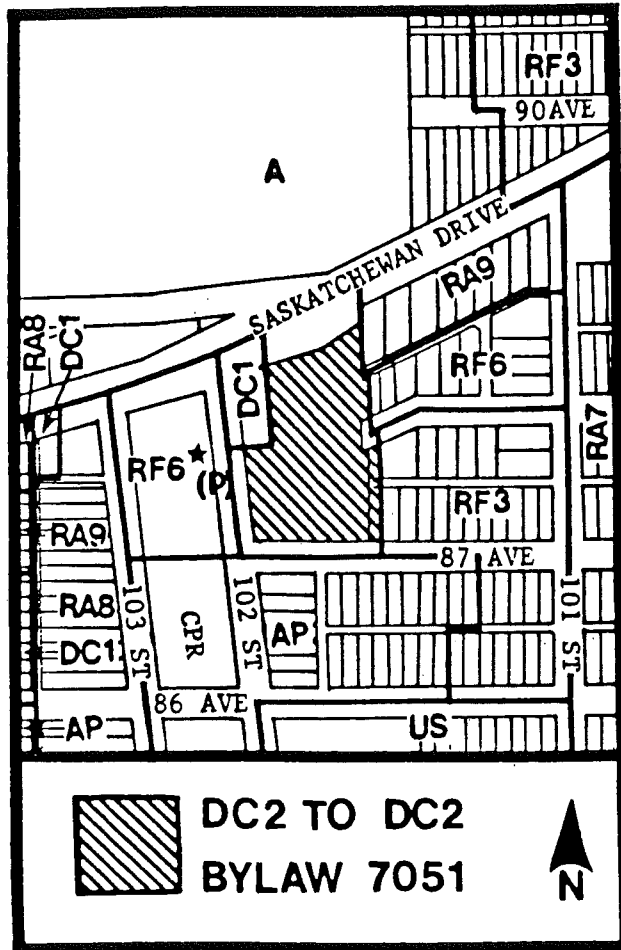

Per:





RICHARD'S

SCALE 1:50
 DATE APR. 20 / 82
 BY DALE B.
 DWG. # 2351/4/82
 RUSSELL FOOD EQUIPMENT
 10225 - 106st. - EDMONTON
 423 - 4221



Certified a true copy of the sketch
 plan as referred to in Bylaw No. 7051

[Signature]
 City Clerk