

Appendix 6

**ANNEXATION AGREEMENT**

**VILLAGE OF HUSSAR**

And

**WHEATLAND COUNTY**

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THIS AGREEMENT first written as of the \_\_ day of \_\_\_\_\_, 2022.

**BETWEEN:**

THE VILLAGE OF HUSSAR, a municipal corporation in the Province of Alberta (“the Village”)

- and -

WHEATLAND COUNTY, a municipal corporation in the Province of Alberta (“the County”)

**ANNEXATION AGREEMENT**

**RECITALS**

**WHEREAS** on October 8, 2020, Council for the Village passed a resolution to submit an application to the Land and Property Rights Tribunal to annex 7.8 acres (3.154 hectares) more or less of land presently located within Wheatland County boundaries, as depicted on the map contained in Schedule 1. The general descriptions of the land are also contained in Schedule 1;

**AND WHEREAS** on November 10, 2020, the County passed a resolution supporting the Annexation;

**AND WHEREAS** it is the position of the Village and the County that the annexation of the said lands is necessary and appropriate in order to ensure the sustainability, future growth and development of the Village.

**NOW THEREFORE** in consideration of the mutual obligations and covenants contained herein, the Village and the County hereby agree as follows:

## **PART 1 – DEFINITIONS**

- 1.1 “Agreement” means this Annexation Agreement including the above recitals and all Schedules attached here to;
- 1.2 “Annexation” means the incorporation of the Annexation Area within the boundaries of the Village;
- 1.3 “Annexation Order” means the Order in Council by the Lieutenant Governor of Alberta authorizing the annexation of the Annexation Area within the boundaries of the Village;
- 1.4 “Annexation Area” means those lands located within the County shown on the map attached hereto in Schedule 1 and generally described in Schedule 1 attached hereto;
- 1.5 “Effective Date” means the date specified in the Annexation Order on which the Annexation is to be effective;
- 1.6 “the County” means Wheatland County, a municipal corporation in the Province of Alberta.
- 1.7 “MGA” means the Municipal Government Act, R.S.A. 2000, c. M-26, as amended from time to time, and all Regulations thereunder;
- 1.8 “LPRT” means the Land and Property Rights Tribunal of the Province of Alberta established under the Municipal Government Act, and includes any panel of the Land and Property Rights Tribunal;
- 1.9 “Village” means the Village of Hussar, a municipal corporation in the Province of Alberta.

## **PART 2 – MUTUAL COOPERATION**

- 2.1 In reaching this Agreement, the Village and the County worked to create a mutually beneficial arrangement whereby lands being annexed were identified and any issues resolved. Mutual cooperation will form the basis of the ongoing relationship to address the future development of the annexed lands.
- 2.2 The Village and the County agree to use all reasonable efforts to fully cooperate with one another to ensure that the terms and conditions of this Agreement are fulfilled.
- 2.3 The Village and the County acknowledge and agree that in the event that the Lieutenant Governor in Council affects, alters, amends or in any way impacts the terms of this Agreement, this Agreement will continue to govern, however, both parties shall, in good faith, enter into renewed negotiations with respect to the implementation of the Agreement to the extent that it is impacted by and implementation is not addressed by the Order of the Lieutenant Governor in Council.

## **PART 3 – ASSESSMENT AND TAXATION**

- 3.1 Following the Effective Date, the Village shall assume responsibility for the assessment and taxation of all lands and improvements within the Annexation Area and shall assess and tax such lands and improvements in accordance with the provisions of the MGA and the regulations passed thereunder.

## **PART 4 – COMPENSATION**

4.1 The County does not require any compensation for the land subject to the Annexation Area

## **PART 5 – PLANNING AND DEVELOPMENT TRANSITION**

5.1 Land within the Annexation Area will continue to be governed under the County's Land Use Bylaw in place until the Effective date, after which it will fall under the Village's Land Use Bylaw.

## **PART 6 – TERMINATION**

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

- (1) The Village's withdrawal of its application to the LPRT for annexation of the Annexation Area;
- (2) Refusal of the Village's application to annex the Annexation Area by the Lieutenant Governor in Council.

## **PART 7 – NOTICES**

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

(1) In the case of the Village, to:

The Village of Hussar  
Box 100, 109 1<sup>st</sup> Avenue East  
Oyen, Alberta, T0J 1S0  
Phone: (403) 787-3766  
Fax: 1 (888) 800-4937  
Attention: Chief Administrative Officer

(2) In the case of the County, to:

Wheatland County  
242006 Range Road 243  
Wheatland County, Alberta, T1P 2C4  
Phone: (403) 934-3321  
Fax: (403) 934-4889  
Attention: Chief Administrative Officer

## **PART 8 – GENERAL PROVISIONS**

8.1 All references to legislation contained herein shall include amendments thereto and any successor legislation enacted in replacement thereof.

8.2 Each of the parties hereto shall at all times undertake all such further acts and execute and deliver all such further documents as shall be reasonably required to fully perform the terms and conditions of this Agreement.

8.3 This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and this Agreement shall not be amended, modified or discharged except by an instrument in writing executed under the authority of each of the parties hereto.

8.4 The Recitals and Schedules attached hereto form part of this Agreement.

8.5 Nothing in this Agreement shall be construed as fettering or restricting the lawful authority of any board, tribunal, other quasi-judicial entity, or elected municipal Council (or member thereof), in the exercise of jurisdiction vested in it by law.

8.6 This Agreement is binding upon both the Village and the County and their successors and assigns.

8.7 If any provision of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

## **PART 9 – DISPUTE RESOLUTION**

9.1 Where the Village and the County cannot agree on an interpretation, application or operation of certain provisions of this Agreement, the parties first agree to engage in conciliatory discussions and negotiations to resolve, failing which the parties agree to submit such issues to mediation before a single mediator agreed to by both parties, the cost of which shall be shared equally by both parties.

9.2 Where the parties are unable to resolve their disagreement through the dispute resolution mechanisms specified in paragraph 9.1, the Village and the County shall submit such issues to non-binding arbitration in accordance with the provisions of the Arbitration Act, RSA 2000, c A-43, as amended from time to time.

## **PART 10 – EFFECTIVE DATE OF ANNEXATION**

10.1 The Village and the County agree that the Annexation should occur as soon as possible and that both municipalities request the LPRT recommend the Annexation be effective as of January 1st, 2023.

## **PART 11 – RECOMMENDATIONS TO THE LPRT**

11.1 In furtherance of attaining the objectives contained within this Agreement, both municipalities agree to request the LPRT to recommend, and the Lieutenant Governor in Council to include, all matters contained in this Agreement within the Annexation Order, and specifically impose the following conditions within the Annexation Order:

(1) Upon the Effective Date of Annexation, the County shall transfer those lands within the Annexation Area to the Village as specified within this Agreement.

(2) Lands within the Annexation Area and improvements thereon shall be taxed by the Village as specified within Part 3 herein.

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

WHEATLAND COUNTY

\_\_\_\_\_  
Amber Link  
Reeve

\_\_\_\_\_  
Brian Henderson  
Chief Administrative Officer

VILLAGE OF HUSSAR

\_\_\_\_\_  
Les Schultz  
Mayor

\_\_\_\_\_  
Kate Brandt  
Chief Administrative Officer

## **SCHEDULE 1: ANNEXATION AREA AND LAND OWNERSHIP**

### **ANNEXATION AREA**

Legal Description of Land:

*Meridian 4 Range 20 Township 24 Section 14*

*THAT PORTION OF THE SOUTH EAST QUARTER DESCRIBED AS FOLLOWS*

*COMMENCING AT THE INTERSECTION OF THE NORTH EASTERLY LIMIT OF THE ROADWAY ACCORDING TO A PLAN OF RECORD IN THE LAND TITLES OFFICE FOR THE SOUTH ALBERTA LAND REGISTRATION DISTRICT AS 1876BM WITH THE NORTH WESTERLY LIMIT OF SECOND STREET WEST ACCORDING TO A PLAN OF RECORD IN THE SAID LAND TITLES OFFICE AS HUSSAR 6780AM THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY LIMIT OF SECOND STREET WEST A DISTANCE OF 626 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTH WESTERLY PRODUCTION OF THE NORTH EASTERLY BOUNDARY OF BLOCK 6 ACCORDING TO THE SAID PLAN 6780AM THENCE NORTH WESTERLY ALONG THE SAID NORTH WESTERLY PRODUCTION OF THE NORTH EASTERLY BOUNDARY OF BLOCK 6 A DISTANCE OF 543 FEET THENCE SOUTH WESTERLY PARALLEL WITH THE SAID NORTH WESTERLY LIMIT OF SECOND STREET WEST A DISTANCE OF 626 FEET MORE OR LESS TO INTERSECTION WITH THE SAID NORTH EASTERLY LIMIT OF ROADWAY 1876BM THENCE SOUTH EASTERLY ALONG THE SAID NORTH EASTERLY LIMIT OF ROADWAY 1876BM A DISTANCE OF 543 FEET MORE OR LESS TO THE POINT OF COMMENCEMENT CONTAINING 3.154 HECTARES (7.8 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME*

### **Map 1 indicates the Annexation Area.**

#### **LAND OWNERSHIP**

1. That portion of the South East Quarter of Meridian 4 Range 20 Township 24 Section 14:

Land Owners: The Village of Hussar is the property owner



# MAP 1: ANNEXATION AREA

