

**AMENDMENT TO AGREEMENT**

BETWEEN:

**PARKLAND COUNTY**  
a municipal corporation in the Province of Alberta  
(the "Owner")

- and -

**PARKLAND BIG LAKE AREA COMMUNITY ASSOCIATION**  
A society incorporated under the Societies Act of Alberta  
(the "Occupant")

WHEREAS the Owner and Occupant entered into a License of Occupation Agreement for the purpose of community engagement and recreation, dated November 20<sup>th</sup>, 2015 (the "Agreement");

WHEREAS the Owner and the Occupant believe that it is now appropriate to amend certain terms of the Agreement;

NOW THEREFORE in consideration of one dollar, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements contained in this Agreement, the parties agree as follows:

- 1.1 Replace **SCHEDULE "A"**; providing for an update to the legal land descriptions and to include an additional parcel of lands under the control and or ownership of the Owner, legally described as:  
  
PLAN 1024439  
BLOCK 1  
LOT 104MR (MUNICIPAL RESERVE)  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 2.117 HECTARES (5.23 ACRES) MORE OR LESS
- 1.2 Replace **SCHEDULE "B"**; providing a break down of facilities and amendments by impacted parcels of land.
- 1.3 Replace **SCHEDULE "C"**; providing for additional maintenance requirements relating to the use and facility of the impacted parcels of land
- 1.4 **All Other Terms:** All other terms of the Agreement remain in effect.

<SIGNATURE PAGE TO FOLLOW>

IN WITNESS WHEREOF the Occupant has hereunto subscribed their name as witnessed or the Occupant has affixed its seal by the hands of its proper officers duly authorized in that behalf this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

**PARKLAND BIG LAKE AREA  
COMMUNITY ASSOCIATION**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Name:**  
**Title:**

The Owner has hereunto subscribed their name and affixed its seal by the hands of its proper officers duly authorized in that behalf this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

**PARKLAND COUNTY**

\_\_\_\_\_  
**Name:**  
**Title:**

**SCHEDULE "A"**

**Parcel "A" Legal Description:**

PLAN 0023359  
LOT 211MR (MUNICIPAL RESERVE)  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.44 HECTARES (3.56 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE  
ATS REFERENCE: 4;26;53;23;SE

And

**Parcel "B" Legal Description:**

PLAN 1024439  
BLOCK 1  
LOT 104MR (MUNICIPAL RESERVE)  
EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 2.117 HECTARES (5.23 ACRES) MORE OR LESS  
ESTATE: FEE SIMPLE ATS REFERENCE: 4;26;53;14;SE

## SCHEDULE "B"

Facilities and amenities approved to be developed by Parkland Big Lake Area Community Association for Parcel "A" are as follows:

- Playground
- Parking Lot
- Fencing

Facilities and amenities approved to be developed by Parkland Big Lake Area Community Association for Parcel "B" are as follows:

- An above ground firepit with non-combustible based and apron extending a minimum of 1.5m from edge of firepit
- Picnic Table x 2
- Volleyball net and posts
- 8x10 storage shed on skids

The Occupant shall be responsible for maintenance and operation requirements as outlined, but not limited, to the following:

**Parcel A:**

- Garbage or debris cleanup removal and disposal
- Grass cutting and grass clipping disposal for the area in around the facilities
- Trees to be maintained and deadfall to be safely removed and disposed off site
- Weed Control for noxious and prohibited weeds in a manner approved by Parkland County Agricultural Services.
- All Playground equipment must be inspected on a regular basis, no less than once per month, To ensure safe use; inspections and actions taken are to be entered into a permanent record book and be available for inspection by the Owner or their designate in a timely manner upon request.
- In the event that a portable sanitary toilet is permitted for temporary placement by the Owner, the location of such facility shall be a minimum of 0.6 metres from the property line and comply with all requirements of the local Health Authority. Every effort shall be made to blend the facility with the surrounding natural area, and the facility must be keep clean and serviced on a regular scheduled basis.
- Fires will not be permitted on unless approved in advance by the Owner, and all necessary permits are in place.
- The Occupant is responsible to provide onsite parking; Parkland County roadside parking restrictions apply.
- Renovation, expansion or replacement of playground equipment shall comply with the Canadian Standards Association (CSA) standards for children's play spaces and equipment.
- Placement of signage must meet standards set forth by Parkland County prior to installation
- All construction must meet the standards and permitting requirements set forth by Parkland County prior to commencement.

**Parcel B:**

- Within the boundary of Parcel "B" and a minimum setback area of 20 metres from facilities and amenities;
  - Garbage or debris cleanup and disposal
  - Grass cutting and grass clipping disposal
  - Trees to be maintained and deadfall to be safely removed and disposed off site
  - Weed Control for noxious and prohibited weeds in a manner approved by Parkland County Agricultural Services.
- No portable sanitary toilets shall be permitted
- Fires are only permitted within the designated firepit and must be:
  - Monitored by an adult at all times
  - Extinguished when no longer in use
  - Consist of clean wood; absolutely no garbage is to be burned

**SCHEDULE "C" \_ page 2/2**

- A Class A fire extinguisher is to be located within the shed on-site at all times when the firepit is in use.
- No On Highway Vehicles are permitted without prior consent of the Owner
- Off Highway Vehicles (OHV) are to be operated in accordance with provincial and municipal regulations
- Placement of signage must meet standards set forth by Parkland County prior to installation
- All construction must meet the standards and permitting requirements set forth by Parkland County prior to commencement.