

Mr. Dean Baumann  
Box 90  
Fallun, Alberta  
T2E 7B3

Dear Sir:

Re: **Agreement to Construct a Portion of the County's Undeveloped Road Allowance:  
Range Road 54 North of South ½ of 21-50-05-W5M – (Approximately 1.2 kilometres)**

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We acknowledge receipt of your letter dated November 5, 2013. It is my understanding that you wish to construct a road on the above noted County road allowance to provide access to your property for the purpose of constructing a residence. You also requested that the County consider cost sharing this work under our Policy EN-017, which is attached to this letter. Parkland County administration is preparing the documentation to present your request to Council on December 10, 2013 for their approval and acceptance.

This letter and all terms and conditions stated herein shall form part of the road construction agreement between Parkland County and Baumann Farms Ltd. once Council approves the request. Please review and provide comments as soon as convenient.

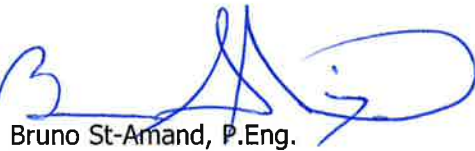
1. Location of the approved roadway construction shall be as described in the design report provided by D&A Paulichuk Consulting Ltd dated October 15, 2013 and shall be constructed in accordance with Parkland County Standards.
2. A 7 meter roadway is considered acceptable to provide access to residential properties; a 9 meter roadway width is required to support industrial, commercial and gravel operations.
3. The road right-of-way boundaries shall be established to ensure the road is constructed in the centre of the existing 66 foot road right-of-way.
4. The road right-of-way shall be cleared of all trees, brush and debris. Alberta Environment shall be contacted to establish the conditions regarding tree salvage within the right-of-way and the road construction across Letour Lake.
5. Baumann Farms Ltd. shall provide equipment to construct the roadway, including adequate compaction equipment.
6. Baumann Farms Ltd. shall submit a construction schedule prior to commencement of any work.
7. Baumann Farms Ltd. shall be required to obtain any necessary agreements with the adjacent landowners. These agreements may include but not limited to back slope, borrow materials, clearing, fencing etc.
8. Baumann Farms Ltd. shall seed all slopes, ditches and disturbed areas within the right-of-way with a seed mixture supplied by the County. Baumann Farms Ltd. shall be responsible for reimbursing the County for the cost of supplying the required seed mixture. The seed shall be applied at a rate of 25 kg/ha.

9. Baumann Farms Ltd. shall supply and install all required traffic control signs. These signs include regulatory.
10. Maximum Speed signs (RB-1) and a Checkerboard sign (WA-8) shall be installed as part of the construction.
11. Parkland County shall inspect the site with field representative prior to, during and after completion of the road construction to ensure all conditions of this agreement have been met.
12. Culvert(s) shall be installed at all necessary locations so that the roadway does not impede on the natural drainage of the land. All culverts required shall be "new" corrugated steel pipes and of adequate length so that a 3:1 slope can be maintained to the culvert bottom invert. Used culverts are not acceptable.
13. All centerline culverts shall be a minimum of 600mm in diameter and approach culverts shall be a minimum of 400 mm in diameter.
14. All organic and other deleterious material shall be stripped and removed prior to the roadway embankment construction. Unless otherwise approved by Parkland County.
15. Baumann Farms Ltd. shall construct a turn around at the east end of the proposed road.
16. The road shall be surfaced with 20 mm minus crushed granular surfacing aggregate to a depth of approximately 50 mm. The access approach shall have a minimum surface aggregate thickness of 75 mm.
17. During the road construction, Baumann Farms Ltd. and/or his representative shall be required to attend a weekly on-site construction meeting with County representatives.
18. All requirements under Parkland County Policy EN-017 shall apply to this agreement unless otherwise noted within this agreement.
19. Baumann Farms Ltd. shall be fully responsible for all equipment, plants, material, labour, tools and all incidentals necessary to complete the work in accordance with this agreement.
20. Upon approval from Council, the County will contribute 50% of direct road construction costs up to a maximum contribution of \$250,000.00, to be paid out in year 2014 and following the release of a certificate of acceptance from the County.
21. Baumann Farms Ltd. shall agree to pay all costs over and above the maximum County's contribution.
22. Baumann Farms Ltd. shall be required to repay County's contribution in full if Baumann Farms Ltd. or any other company he is affiliated with applies to change the existing land use to a commercial or industrial land use including such use as gravel extraction within 10 years from the date of final acceptance of the access road construction.
23. Baumann Farms Ltd. shall be required to provide proof of expenditures to construct the subject road.
24. Baumann Farms Ltd. shall substantiate, to the satisfaction of the County, all costs required to complete the road construction. Baumann Farms Ltd. shall provide any invoices that he has paid to complete the subject road construction; staff and equipment timesheets should be made available upon request.

25. Parkland County reserves the right to utilize any portion of the County's contribution to rectify any deficiencies or incomplete work performed by Baumann Farms Ltd.
26. Baumann Farms Ltd. shall sign a Statutory Declaration confirming the expenditures and costs submitted are directly associated with the construction of the roadway.
27. Baumann Farms Ltd. should retain the services of a Professional Engineer to administer and supervise the construction.
28. The Professional Engineer is required to provide a duly signed and stamped copy of a Construction Completion Certificate meeting the conditions shown in the attach example.
29. All approach construction shall be approved by the County and built in accordance with the attached Private Approaches drawing.

Do not hesitate to contact the undersigned at 780-968-8441.

Sincerely,



Bruno St-Amand, P.Eng.  
Manager of Engineering Services  
Parkland County

## Bruno St-Amand

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**From:** Bruno St-Amand  
**Sent:** Wednesday, December 04, 2013 2:19 PM  
**To:** 'Dean Baumann'  
**Subject:** RE: Parkland County - Attached Image

Hello Dean;

The agreement will come following Council's approval.

This email clearly indicate that you are supporting in principle the conditions that will be contained in the agreement. This is sufficient for the moment thank you.

I will email you next Tuesday with the Council decision.

Have a great trip!

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**From:** Dean Baumann [<mailto:deanb@associatedagg.ca>]  
**Sent:** Wednesday, December 04, 2013 1:41 PM  
**To:** Bruno St-Amand  
**Subject:** RE: Parkland County - Attached Image

Bruno ;

All of this makes sense to me , do you have a copy with a place for me to sign or should I have my girls just add a place at the bottom and send it back to you ? thanks dean

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**From:** Bruno St-Amand [<mailto:bst-amand@parklandcounty.com>]  
**Sent:** December 4, 2013 12:34 PM  
**To:** 'Dean Baumann'  
**Subject:** RE: Parkland County - Attached Image

Good afternoon Dean;

Yes clause #15 should read the south end.

Attached is a copy of the Policy.

Thank you

**Bruno St-Amand, P.Eng.**  
Manager , Engineering Services | Parkland County  
O: 780-968-8441  
C: 780-499-3706

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**From:** Dean Baumann [<mailto:deanb@associatedagg.ca>]  
**Sent:** Wednesday, December 04, 2013 12:15 PM

**To:** Bruno St-Amand

**Subject:** RE: Parkland County - Attached Image

Hi Bruno :

I got the contract and I just have a couple of questions and we can move forward ,

1] clause #15 - The turnaround at the east end of the new road , I believe you mean the south end ?

2] clause #18 – The county policy en -017 , I am not familiar with this policy . could you please explain or just send me a quick copy .

I didn't see anything else that jumped out at me , I am driving a car to California tomorrow and will be on the road for a few days so it would be hard to get this signed and back to you , but I am in the office all day today and would be willing to sign it now so you have it for your meeting with the council on the 10<sup>th</sup> . if you could give me a call at the office 780 586 6200 this afternoon would be great . thanks for all your work on this , we appreciate your help . thanks dean Baumann

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**From:** Bruno St-Amand [<mailto:bst-amand@parklandcounty.com>]

**Sent:** December 4, 2013 11:02 AM

**To:** [deanb@associatedagg.ca](mailto:deanb@associatedagg.ca)

**Subject:** FW: Parkland County - Attached Image

Good morning Mr. Baumann

Attached for your consideration. Original will not be mailed.

Regards,

**Bruno St-Amand, P.Eng.**

Manager , Engineering Services | Parkland County

O: 780-968-8441

C: 780-499-3706