#### File No. 2140/PARK

# LICENSE AGREEMENT

(the "Agreement")

THIS AGREEMENT made this th day of \_\_\_\_\_, 2016

BETWEEN:

#### HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA as represented by the Minister of Transportation (the "**Owner**")

- and -

#### COUNTY OF PARKLAND

(the "Licensee")

#### RECITAL

- A. The Owner is the owner the roadway, Highway 60, (the "Highway") which includes the right of way (the "Right of Way") within the lands located in the Province of Alberta, which lands are depicted in the attached Schedule "A" and the Right of Way is shown as the area bordered in orange (the "Lands");
- B. The Licensee has requested permission to use the Right of Way for the Permitted Use in the areas shown on the plan attached hereto as Schedule B (the "Licensed Area)";
- C. The Owner shall grant to the Licensee a non-exclusive license to use the Licensed Area for and in consideration of the terms and conditions hereinafter set-forth;
- D. The Owner may carry out or permit others to carry out activities within the Licensed Area that the Owner deems necessary or desirable.

In consideration of the terms and conditions herein, the parties agree as follows:

### 1 **DEFINITIONS**

- 1.01 In this Agreement, including the recitals, the capitalized words and terms used shall have the following meanings:
  - (a) "Contaminant" includes but is not limited to, biological materials and agents (whether or not hazardous, in fact) petroleum products and by-products, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous materials, hazardous chemicals, and hazardous substances as defined in any federal, provincial or municipal legislation;

- (b) "Environmental Legislation" means the *Environmental Protection and Enhancement Act* R.S.A. 2000 c.E-12, as amended or revised from time to time, and any other legislation in force in Alberta and pertaining to the environment;
- (c) "Lands" means those lands as described on the attached Schedule "A". The Parties may add or remove lands from Schedule A by amending this Agreement;
- (d) "Licensed Area" means that portion of the Lands to be used for a trail shown on the plan attached hereto as Schedule B. The Parties may add or remove plans from Schedule B by amending this Agreement
- (e) "Licensee" means the County of Parkland, its successors and assigns, and includes the Licensee's employees, agents and contractors, and any other person for whom the Licensee is legally responsible;
- (f) "Manual" means the Owner's or its successor's manual titled "*Trails in Alberta Highway Rights-of-way Policies, Guidelines and Standards*", as revised, updated or replaced from time to time.
- (g) "Owner" means Her Majesty the Queen in right of Alberta, as represented by the Minister of Transportation, and the Owner's successors and assigns, and includes the Owner's employees and agents, and any other person for whom the Owner is legally responsible;
- (h) "Ground Disturbance" means a disturbance of the earth to a depth of greater than 200 millimetres, including but not limited to excavating, digging, trenching, plowing, drilling, tunnelling, auguring, backfilling, blasting, topsoil stripping, land levelling, peat removing, quarrying, clearing and grading;
- (i) "Permitted Use" means the non-exclusive right the Owner grants to the Licensee to enter upon and use the Licensed Area for the purposes of:
  - i. constructing, designing, installing, preparing the soil, inspecting, repairing, replacing, altering, removing, maintaining the trail, signage, mulch and other landscaping that are acceptable to the Owner. The Licensee acknowledges and agrees that the Licensed Area must be located within the areas acceptable to the Owner, and
  - ii. restoration and reclamation of the Licensed Area in accordance with this agreement;
- (j) "Release" has the same meaning as the word "release" in the *Environmental Protection and Enhancement Act* R.S.A. 2000 c.E-12, as amended or revised from time to time;
- (k) "Right of Way" means the roadway right of way of the Owner located within the Lands as shown in Schedule "A;
- (1) "Utility Facility" means pipelines, power lines and other utility facilities, as applicable, located in or near the Licensed Area whether existing at the date this Agreement is made or constructed during the term of this Agreement.

#### 2 PURPOSE, TERM, FEE AND RIGHT OF ENTRY

- 2.01 The Licensee shall pay to the Owner a fee of One (\$1.00) Dollar, the receipt of which is hereby acknowledged.
- 2.02 The Owner grants the Licensee the non-exclusive right to cross, over and upon the Right of Way including the right of ingress and egress across the Right of Way for the Licensee, its employees, contractors and agents, and those it is legally responsible for, with or without vehicles, machinery and equipment in carrying out the Permitted Use. The Licensee acknowledges and agrees it will access the Licensed Area in an appropriate manner and route to minimize damage to the Lands and the Licensed Area and disruption to the Owner and the Owner's tenants, licensees and lessees. Upon written notice to the Licensee, the Owner may at its sole discretion prescribe conditions of access by the Licensee to the Licensed Area that the Owner deems appropriate. The Licensee acknowledges and agrees that any and all maintenance, improvements or future placements of a Utility Facility and expansions or modifications of the Highway and other roadways will take precedence over the rights granted in this Agreement and the Owner may, in the Owner's sole discretion, require the Licensee to suspend use of the trail for a period of time or move or remove the trail and all other materials that the Licensee placed in the Licensed Area, at the sole cost of the Licensee with no right of compensation from the Owner or the third party placing Utility Facility in or near the Licensed Area.
- 2.03 The Licensee shall complete all its duties and obligations described in this Agreement at its own expense, unless otherwise stated.

#### 3 LICENSEE OPERATIONS ON THE LICENSED AREA

- 3.01 The Licensee acknowledges and agrees that given the location of the Licensed Area the Licensee shall:
  - (a) Prior to the Licensee commencing the Permitted Use, the Licensee must submit to the Owner for the Owner's approval, which may be withheld in the Owner's sole discretion, finalized plans for the trail that comply with the Manual, signed and sealed by a registered professional which:
    - i, is drawn to scale and showing the dimensions and all proposed trail features identified on the plans;
    - ii. includes a list of all materials and signage (including name, maximum size and estimated quantity);
    - iii. includes setback distances from the Highway, all roadways and the Utility Facilities; and
    - iv. identifies locations of all Utility Facilities within the limits of the proposed Licensed Area.
  - (b) Prior to undertaking any work, the Licensee must submit to the Owner for the Owner's approval a Traffic Accommodation Strategy for all proposed work to be conducted in the Right of Way. The Licensee acknowledges and agrees that it is responsible for traffic accommodation in accordance with the guidelines outlined in Alberta Transportation's "Traffic Accommodation in Work Zones Manual 1<sup>st</sup> Edition 2008" as amended from time to time;

- (c) Prior to undertaking any work, the Licensee must submit to the Owner for the Owner's approval a comprehensive trail maintenance strategy.
- (d) On an annual basis, before May 1, the Licensee will provide a maintenance and improvement plan to the Owner outlining the dates and details of the work proposed to be undertaken during the following twelve month period. Depending on the annual maintenance and improvement planned, the Owner may, in its sole discretion, waive the requirement for an updated detailed plan as set out in subsection (a);
- (e) contact the Owner's representative, **Development and Planning Technologist** set out in section 9(a), giving at least three (3) working days' (Monday to Friday) notice prior to commencing any work;
- (f) When the Licensee performs work in the Licensed Area that results or is expected to result in a Ground Disturbance within 30 metres of a Utility Facility, the following terms and conditions shall apply:
  - i. The Licensee shall contact legal entity owning or having a right to the Utility Facility ("Utility Company") directly, before commencement of the Work.
  - ii. prior to the Licensee undertaking the Permitted Use, the Licensee shall determine the exact location and depth of the Utility Facility by an industry approved procedure that is acceptable to the Utility Company, and will discuss construction techniques on how to safely work around the Utility Facility with the Utility Company. The Licensee will coordinate with the Utility Company and have written approval to proceed with the work. A copy of the written approval must be provided to the Owner. If necessary, depth and location of the Utility Facility are to be verified by hand digging and if requested by the Utility Company in the presence of the Utility Company's representative;
  - iii. the Licensee shall not use or permit the use of an excavating machine within 1.2 metres of either side of any Utility Facility unless otherwise agreed to between the Utility Company and the Licensee;
  - iv. where applicable when undertaking the Permitted Use, install and maintain suitable markers indicating the location of any and all Utility Facilities in the Licensed Area;
  - v. unless otherwise agreed to by the Utility Company and the Licensee, maintain a distance of not less than 1.2 metres between the external surfaces of the Utility Facility and the Licensed Area;
  - vi. use reasonable efforts to ensure no damage occurs to the Utility Facilities, Right of Way, or the Highway or any roadway while the work is being performed for the Permitted Use including damage which may result from the use of heavy work equipment outside the Licensed Area;
- (g) if the Right of Way, Highway or any roadway or Utility Facility suffers contact damage or other damage as a result of the Work, the Licensee shall notify the Owner, or the Owner and the Utility Company, as applicable, forthwith. At the sole discretion of the Owner or Utility Company, the Owner or Utility Company or their agents will carry out all necessary repairs, renewals and emergency work and the Licensee will pay the Owner's or Utility Company's costs, as applicable, or upon the direction of the Owner or Utility Company the Licensee shall, at its sole costs, carry out all necessary repairs, renewals and emergency work expeditiously. If the damage to the Right of Way, Highway or Utility Facility results in imminent danger, the Licensee shall take action as necessary to protect the health and safety of the public and secure the area.

- (h) upon written request of the Owner or the Utility Company the Licensee will, at the Licensee's expense, remove any Trail materials, or signage within the time frame set out in the request, that affect or may affect, in the Owner's or Utility Company's reasonable determination, highway safety or traffic visibility, or could be detrimental to the safety, integrity, maintenance, repair, inspection, construction or expansion of the Highway or Utility Facility or other interest in the Land granted by the Owner to a third party; and
- (i) upon completion of the work, the Licensee shall restore the Lands, Highway, all roadways and Utility Facility as closely as is practical to the condition in which it existed immediately prior to the Work being commenced.
- 3.02 The Licensee shall:
  - (a) Carry out the Permitted Use in a proper and diligent manner in accordance with good engineering and construction practices and
    - (i) keep all disturbances to a minimum;
    - (ii) properly salvage and store soil materials to minimize soil loss and degradation;
    - (iii) separate topsoil from other salvaged soil to prevent ad-mixing;
    - (iv) if applicable, use approved re-vegetation species that are compatible with the land use in the vicinity, control noxious weeds and where required, use native species or mixtures that will allow the establishment of native species;
    - (v) avoid disrupting surface drainage; and
    - (vi) correct soil compaction where necessary;
  - (b) after carrying out any work for the Permitted Use, reclaim and re vegetate the Licensed Area and any adjacent land disturbed by the carrying out the work, to the satisfaction of the Owner.
- 3.03 The Licensee shall:
  - (a) at its own expense and costs, maintain the Licensed Area by keeping same clean of all rubbish, garbage or other loose and objectionable matter, with a minimum of one major clean-up per year, to a standard similar to the remainder of the highway right-of-way in the area, acceptable to the Owner;
  - (b) at its own expense and costs, using approved methods, prevent the growth of and exterminate all noxious weeds on the Licensed Area, in accordance with the requirements of the municipality within which the Licensed Area is located;
  - (c) at its own expense and costs, keep vegetation trimmed to an aesthetically pleasing appearance and in accordance with the requirements of the municipality within which the Licensed Area is located;
  - (d) at its own expense and costs, be responsible for obtaining all approvals, permits, licenses, services and facilities that may either directly or indirectly be required for its use of the Licensed Area, in accordance with the authorities having jurisdiction over the Licensed Area or from other parties affected by the Licensee's use of the Licensed Area;
- 3.04 The Licensee shall not:
  - (a) install any improvements, trees, landscaping or equipment or fence any portion of the Licensed Area, other than the Permitted Use, without the prior written approval of the Owner;

- (b) install lighting or large solid objects;
- (c) place any signs on the Licensed Area without the prior written approval of the Owner.
- 3.05 The Licensee shall compensate the Owner or any parties claiming through the Owner, for any costs or damage:
  - (a) to buildings, fences, structures, improvements (including, without limiting the generality thereof, any sidewalks, curbs, gutters, paving, fences or service or utility lines or Utility Facilities) on the Lands;
  - (b) to crops, pasture, livestock or shelter belts on the Lands; or
  - (c) incurred by the Owner;

which may be caused by the construction, installation or operation of the Permitted Use or by reason of the exercise of the Licensee's rights herein or occupation of the Licensed Area.

## 4. COMPLIANCE WITH STATUTES AND REGULATIONS

- 4.01 The Licensee shall at all times conform to, and comply with, all terms and conditions of this Agreement and any and all applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority from time to time in force. The minimum technical standards therein will apply to the Licensee unless more stringent standards are provided in this Agreement. If compliance with any provision of this Agreement would result in violation of any applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority, such code, statute, law, regulation, permit, license, order and direction of any governmental authority shall prevail and this Agreement shall be deemed to be amended accordingly.
- 4.02 The Licensee shall require any contractor who performs work on its behalf to comply with the terms of this Agreement and all applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority from time to time in force.
- 4.03 As a further condition of this Agreement, the Licensee shall coordinate its activities within the right-of-way with the other parties contracting with the Owner.

# **5 TERMINATION**

- 5.01 The Licensee will be entitled to the benefit of this Agreement from June 01, 2016 to May 31, 2021, subject however to the right of the Owner to terminate all or a portion of this Agreement at any time by providing ninety (90) days' written notice to the Licensee. Provided that Licensee is in compliance with this Agreement, the Owner by giving written notice to the Licensee may renew this Agreement for up to four additional renewal periods of five (5) years each on the same terms and conditions, excepting the right for further renewals of the Agreement will be reduced by one (1) each time this Agreement is renewed.
- 5.02 The Licensee shall, at the written direction of the Owner delivered prior to the termination of this Agreement, within one (1) month after the termination of this Agreement:
  - (a) remove all or a portion of the Permitted Use; and
  - (b) restore the Licensed Area to the equivalent land capability as defined by the Conservation and Reclamation Regulation, AR115/93, as amended or revised from time to time.
- 5.03 The obligations in this section 5.02 shall survive termination of this Agreement.

#### 6 LIABILITY AND INDEMNITY

- 6.01 The Licensee shall be liable to the Owner and shall indemnify the Owner for all loss, damages and expenses which the Owner may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of the Licensee, its employees, agents or contractors in respect of the Licensee's use of the Right of Way or due to the constructing, designing, installing, preparing the soil, inspecting, repairing, replacing, altering, removing, maintaining the trail, signage, mulch and other landscaping in the Licensed Area or by reason of this Agreement. This provision shall survive this Agreement
- 6.02 The Licensee shall indemnify and save harmless the Owner against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by the Owner or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of the Licensee, its employees, agents or contractors in respect of the Licensee's use of the Right of Way or due to the constructing, designing, installing, preparing the soil, inspecting, repairing, replacing, altering, removing, maintaining the trail, signage, mulch and other landscaping in the Licensee Area or by reason of this Agreement. This hold harmless provision shall survive this Agreement.
- 6.03 Every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Owner or to which the Owner is entitled in this Agreement, shall also be available and shall extend to protect each agent and employee of the Owner, acting in the course of or in connection with his/her employment. For the purposes of all the foregoing provisions of this section, the Owner is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of each person who is or who becomes the agent or employee of the Owner from time to time.

#### 7 INSURANCE

- 7.01 The Licensee shall, without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the *Insurance Act* R.S.A. 2000 c.1-3, as amended or revised from time to time, in an amount not less than \$5,000,000.00 inclusive per occurrence, against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include blanket contractual liability and sudden and accidental pollution. Such insurance must include volunteers as insureds.
- 7.02 The Licensee shall, as required, obtain and maintain Automobile liability insurance in an amount not less than \$2,000,000 on all vehicles owned or licensed in the name of the Licensee and used for the work for the Permitted Use.
- 7.03 The Licensee shall ensure that its contractors and subcontractors obtain and maintain insurance to that set forth in items 7.01 and 7.02.
- 7.04 The Licensee shall ensure that its volunteers obtain and maintain insurance to that set forth in items 7.02.
- 7.05 During the term of this Agreement, the Licensee shall be responsible for insuring all its owned property on the Land including the Permitted Use and Licensee Improvements. The Licensee hereby waives any right of recourse against the Owner for any and all loss or damage to the Licensee's own property, including the Permitted Use and Licensee Improvements, whether or not the cause is the negligence of the Owner or its employees or agents. The Licensee shall make this waiver known to its property insurer, if any.
- 7.06 At the inception of this agreement and at any other time requested by the Owner, the Licensee shall provide the Owner with certificates of insurance evidencing the insurance required in this section 7, in a form acceptable to the Owner.
- 7.07 The Owner, at its sole discretion may upon written notice require the Licensee or its contractors or its volunteers to maintain additional insurance and/or higher limits than currently shown in the Agreement, in light of changes in the Owner's policies, any changes in applicable industry or insurance standard arising after the execution of this Agreement.

# 8 ENVIRONMENTAL OBLIGATIONS AND CONDITION OF LICENSED AREA

- 8.01 The Licensee shall, in respect of the Licensee's use of the Licensed Area, comply with all applicable laws relating to any Contaminant and the protection of the environment at the Licensed Area, the Lands and neighbouring lands.
- 8.02 The Licensee shall, in respect of the Licensee's use of the Licensed Area, conduct its operations in a manner which will:
  - (a) protect the Licensed Area, the Land and neighbouring lands from a Contaminant;
  - (b) avoid situations hazardous to the health of individuals at the Licensed Area, the Land and neighbouring lands with respect to the Release of a Contaminant; and
  - (c) comply with all Environmental Legislation

- 8.03 The Licensee will not permit the Release of any Contaminant at the Licensed Area in contravention of any Environmental Legislation
- 8.04 The Licensee is responsible, at its sole cost, for the full clean-up of the Licensed Area to the condition of the Licensed Area as of the date the Licensee was permitted the use of the Licensed Area, the Land and any neighbouring lands affected by any Contaminant Release at the Licensed Area by the Licensee or those for whom the Licensee is by law responsible, to the satisfaction of Alberta Environment and Sustainable Resource Development or its successor, and such obligation will survive termination of this Agreement.
- 8.05 The Licensee shall indemnify and hold harmless each of the Owner and any other third party with an interest in the Land through the Owner and its respective employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of the Release of any Contaminant at the Licensed Area by the Licensee, or any actions by the Licensee which are otherwise not in compliance with any Environmental Legislation. Such indemnification shall survive the termination of this Agreement.
- 8.06 The Owner shall not be responsible for the costs of any testing carried out by the Owner or the Licensee where such testing discloses the presence of any Contaminant which resulted from the Licensee's Facility or exercise of its rights under this Agreement.
- 8.07 The Licensee accepts the Licensed Area, in its existing condition, on an "as is" basis and, except for any Contaminant Release by the Owner during the term of this Agreement, waives against the Owner all and any right or recourse in respect of any defects on or within the Licensed Area, including, without limitation, any adverse soil conditions. The Owner makes no representation or warranty with respect to the condition of the Licensed Area in respect of which the Licensee acknowledges that it has satisfied itself.
- 8.08 The provision of section 8, shall survive termination of this Agreement

#### **9** NOTICES

- 9.01 Whenever in this Agreement it shall be required or permitted that notice, direction or demand be given or served by either party to the other, such notice, direction or demand shall be in writing and may be given personally or by prepaid registered letter addressed to the other and in the case of the:
  - (a) Owner, the notice, direction or demand should be addressed to the **Development and** Planning Technologist, #223, 4709 – 44 Avenue, Stony Plain, AB T7Z 1N4; and
  - (b) Licensee, the notice, direction or demand should be addressed to Parkland County, 53109A Hwy 779, Parkland County, AB T7Z 1R1; or
  - (c) Such other address as the Owner and the Licensee may respectively from time to time appoint in writing, and any such notice, direction or demand, shall be deemed to be given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid. Notwithstanding the foregoing, in the event of a mail strike or slow down, service shall not be deemed until actual delivery of the notice, direction or demand.

#### **10 ASSIGNMENT, REGISTRATION AND LIENS**

- 10.01 The Licensee shall not assign or transfer this Agreement or sub-license the Licensed Area or any part thereof without the prior written consent of the Owner, which consent may not be unreasonably withheld.
- 10.02 The Licensee shall not register this Agreement or file a caveat in respect of this Agreement at any Land Titles office. The Licensee shall not permit any liens, caveats or other encumbrances to be registered against the Land as a result of its use and operations on the Licensed Area and the Licensee shall remove same within thirty (30) days of the date of the Owner's written notice.

### **11 DEFAULT**

- 11.01 The Licensee shall be deemed to have committed an act of default under this Agreement if:
  - (a) the Licensee fails to perform any obligation or comply with any provision of this Agreement and persists in such failure fourteen (14) days after receiving written notice from the Owner to rectify such failure;
  - (b) despite the above, if such failure reasonably requires more than fourteen (14) days to rectify, the Licensee shall commence rectification within the fourteen (14) day period. If the Licensee does not commence rectification within such fourteen (14) day period or having commenced such rectification fails thereafter to promptly and effectively and continuously proceed with such rectification then the Licensee shall be deemed to have committed an act of default; or
  - (c) part or all of the fee or other amounts required to be paid under this Agreement by the Licensee are not so paid, and such default continues for five (5) days after the due date thereof.
- 11.02 In the event the Licensee has committed an act of default, the Owner may have recourse to all or any one of the following remedies or actions in addition to those available to the Owner by law:
- 11.03 The Owner may carry out the performance of any provision of this Agreement which the Licensee has failed to carry out and charge all and any costs to the Licensee for such performance.
- 11.04 The Owner may terminate this Agreement upon the date set out in its written notice to the Licensee.
- 11.05 This Section 11 shall survive the termination of this Agreement.

#### **12** AMENDMENT

12.01 An amendment to this Agreement is only effective if it is in writing and signed by the parties.

#### **13 GENERAL**

- 13.01 The headings used throughout this Agreement are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and provisions of any paragraph or section nor to be deemed in any way to quality, modify or explain the effects of any such provisions or terms.
- 13.02 In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporation and vice versa.
- 13.03 Time is of the essence of this Agreement.
- 13.04 This Agreement, including the recitals and schedules, sets forth the entire agreement between the parties hereto and shall be deemed to have superseded any and all previous agreements and understandings whether written or oral, between the parties dealing with the Permitted Use and the Licensed Area, and all rights and obligations described within this Agreement.
- 13.05 No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a Party unless it is expressed in writing. A waiver by a Party of any breach shall not limit or affect that Party's rights with respect to any other or future breach.
- 13.06 If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 13.07 No change, modification or alteration of this Agreement shall be valid unless it be in writing and signed by the Parties, and no course of dealing between the Parties shall be construed to alter the terms hereof.
- 13.08 Subject to the terms hereof, this Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- 13.09 This Agreement and the rights and obligations of the parties herein shall be governed and construed according to the laws in force in the Province of Alberta and the parties attorn to the jurisdiction of the courts of the Province of Alberta.

**IN WITNESS WHEREOF** IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed as of the date first written above.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Transportations

**County of Parkland** 

Per:\_\_\_\_\_ Name:

Title:

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# SCHEDULE 'A'

The \_\_\_\_\_[description of lands]\_\_\_\_\_\_ are attached to and form part of this Schedule A.



2010/05/10

Party of

11

# SCHEDULE 'B'

The \_\_\_\_[plans]\_\_\_\_\_\_ are attached to and form part of this Schedule B.

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Distant of



AECOM

Rinnikunick studio

Parkland County 53109A Highway 779 Farkland Gounty AB 750 958 6886 tol 780 956 6413 lax www.parklandcounty.com

AECOM 16817 Stony Plain Road NW 780 486 7000 tcl 780 486 7070 /sx www.secom.com

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HIGHWAY 60 TO DEVONIAN BOTANIC GARDEN LANDSCAPE PLAN