

This Agreement is dated for reference and made effective as of the 3rd day of July, 2009.

AMONG:

THE BOARD OF TRUSTEES OF EDMONTON CATHOLIC SEPARATE
SCHOOL DISTRICT NO. 7

OF THE FIRST PART

and

THE BOARD OF TRUSTEES OF EDMONTON SCHOOL DISTRICT NO. 7

OF THE SECOND PART

and

THE BOARD OF TRUSTEES OF THE REGIONAL AUTHORITY OF THE
GREATER NORTH CENTRAL FRANCOPHONE EDUCATION REGION
NO. 2 (CONSEIL SCOLAIRE CENTRE NORD)

OF THE THIRD PART

and

THE CITY OF EDMONTON

OF THE FOURTH PART

EDMONTON JOINT USE AGREEMENT: LAND

WHEREAS:

- A. It is the responsibility of each of the Boards to develop and deliver educational programs and to plan, develop, construct, operate and maintain the necessary facilities for these programs.
- B. It is the responsibility of the City to plan, develop, construct, operate and maintain park and recreational land and facilities in the City of Edmonton and to acquire Reserve Lands for school and community needs pursuant to the Municipal Government Act.
- C. The Parties support sharing of publicly funded lands to maximize benefit to students and citizens of the City of Edmonton.

D. The City and the Boards wish to reaffirm their commitment to the principles set out in Section 2 of this Agreement.

E. The Parties agree that the foregoing Preambles shall form part of this Agreement.

WITNESSETH that in consideration of the premises and of the mutual covenants herein contained the parties hereto covenant and agree, each with the other, as follows:

Section 1
DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 **Definitions** — In this Agreement except as otherwise expressly provided, or unless the context otherwise requires:

- 1.1.1 “Accredited Appraiser” means an active member in good standing of the Appraisal Institute of Canada (or any successor organization) possessing the AACI designation with current expertise in commercial real estate valuation in the Edmonton area;
- 1.1.2 “Agreement” means this Agreement including all Schedules attached hereto, as amended or supplemented in writing from time to time;
- 1.1.3 “Board” means the Catholic Board, the Francophone Board, or the Public Board as the case may be;
- 1.1.4 “Boards” means the Catholic Board, the Francophone Board and the Public Board collectively;
- 1.1.5 “Business Day” means a day that is not a Saturday, Sunday or statutory, general or civic holiday in Edmonton;
- 1.1.6 “Catholic Board” means the Board of Trustees of the Edmonton Catholic Separate School District No. 7;
- 1.1.7 “Catholic Board Representative” means the Chief Superintendent of the Catholic Board, or their designate;
- 1.1.8 “City” means The City of Edmonton, a municipal corporation, and its successors and assigns;
- 1.1.9 “City Council” means the municipal council of the City of Edmonton;
- 1.1.10 “City Manager” means the chief administrative officer of the City;

- 1.1.11 “City Representative” means the City Manager, or his designate;
- 1.1.12 “City Transferred Lands” means lands transferred to a Board by a City, which lands were, prior to the transfer, held the designation of MR or which lands were acquired by the City using Reserve Funds or monies from the Reserve Account;
- 1.1.13 “Depreciated Value” means the replacement cost of the School Building and all other improvements on the School Building Land less physical, functional and external depreciation as estimated by an Accredited Appraiser.
- 1.1.14 “Effective Date” means the 3rd day of July, 2009;
- 1.1.15 “*Expropriation Act*” means the *Expropriation Act*, R.S.A. 2000, c.A43;
- 1.1.16 “Francophone Board” means the Board of Trustees of Conseil scolaire CentreNord (Regional Authority of the Greater North Central Francophone Education Region No. 2);
- 1.1.17 “Francophone Board Representative” means the Chief Superintendent of the Francophone Board, or their designate;
- 1.1.18 “Hazardous Substances” means any matter, substance, condition, thing, odour, waste or material which is or might be harmful or hazardous to persons or property or to the health, welfare or safety of humans, animals, plants or the environment generally or that, if added to any water or released or emitted into the air or ground, would degrade or alter or form part of a process of contamination, degradation or alteration of such water, air or ground or would create or contribute to the creation of a condition of such water, air or ground that is detrimental to its use by or to the health, safety or welfare of persons or animals or causes damages to plant life or property including petroleum products and byproducts, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous materials, hazardous chemicals or hazardous substances as defined in or which are the subject of any federal, provincial or municipal, or local laws, regulations, bylaws, orders or guidelines issued by any government or governmental or regulatory agency;
- 1.1.19 “Joint Use Site” means Lands which are designated or upon the registration of an applicable subdivision plan will be designated as MR, SR or MSR which are set aside for or which contain a School Building, a location for a School Building or a School Playing Field and Community Playing Fields and may contain other parks and recreation facilities, including facilities owned, used or made available to community leagues;

- 1.1.20 “Lands” means real property and where the context permits includes all buildings and improvements located thereon or affixed thereto;
- 1.1.21 “MR” means municipal reserve as defined or contemplated under the *Municipal Government Act* and includes Lands designated as municipal reserve under Part 17, Division 8 of the *Municipal Government Act*;
- 1.1.22 “MSR” means municipal and school reserve as defined or contemplated under the *Municipal Government Act* and includes Lands designated as municipal and school reserve under Part 17, Division 8 of the *Municipal Government Act*;
- 1.1.23 “Market Value” of a particular property means the amount that a property might be expected to realize in a competitive market under all conditions requisite to a fair sale if it is sold on the open market by a willing seller to a willing buyer based on the appropriate zoning or rezoning of that property;
- 1.1.24 “Minister” means the Minister of the Crown who, at the relevant time, is designated by the Province of Alberta as the Minister responsible for the applicable provisions of the *School Act*;
- 1.1.25 “*Municipal Government Act*” means the *Municipal Government Act* being R.S.A. 2000, chapter M26;
- 1.1.26 “Neighbouring Lands” means all parcels of land (other than Public Land) which are adjacent to and in the area surrounding the Surplus NonReserve Land or the Surplus Reserve Land which is being valued for the purposes of Section 7 and Section 8, respectively
- 1.1.27 “NonReserve Land” means land contained within the City’s boundaries and which was, on or after the Effective Date, owned, purchased or acquired by gift by a Board for a School Site by means other than statutory dedication pursuant to the *Municipal Government Act* and which is listed in the attached Schedule ”A”;
- 1.1.28 “NonReserve School Site” means a parcel of land containing a School Building, and may contain School Playing Fields, that is not Reserve Land;
- 1.1.29 “Parks and Recreation Site(s)” means public parks and public recreational lands and facilities thereon;
- 1.1.30 “Person” means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and other forms of entity or organization and any

reference to a Person shall include and shall be deemed to be a reference to that Person's successor;

- 1.1.31 "Plans" means "Plans of Subdivision" and "Statutory Plans" as those terms are now or hereafter defined under the *Municipal Government Act* and includes any proposed Plans of Subdivision or proposed redevelopment or proposed Statutory Plans or proposed changes to any of the above;
- 1.1.32 "Previous Agreement" means that certain written Agreement made between the City, the Public Board and the Catholic Board and dated the 17th day of April, 1996 and commonly referred to as the "Joint Use Agreement";
- 1.1.33 "Province" means the Province of Alberta;
- 1.1.34 "Public Board" means the Board of Trustees of Edmonton School District No. 7;
- 1.1.35 "Public Board Representative" means the Chief Superintendent of the Public Board, or their designate;
- 1.1.36 "Purchasing Board" means a board that wishes to acquire a surplus school site pursuant to the provisions of Section 6 of this Agreement;
- 1.1.37 "Reserve Account" means the interest bearing account maintained by the City and currently called the "Funds in Lieu of Residential Reserve Account" which is more particularly described in subsection 12.1 hereof;
- 1.1.38 "Reserve Funds" means monies deposited or to be deposited into the Reserve Account as contemplated in subsection 12.1 hereof;
- 1.1.39 "Reserve Land" means Land which has been or will be dedicated or provided to the City or to the City and one or more of the Boards by the owner of a parcel of land that is the subject of a proposed or actual subdivision pursuant to the *Municipal Government Act* as MR, SR or MSR including Lands purchased by the City or by the City and one or more of the Boards with Reserve Funds but not including Environmental Reserve as defined in the *Municipal Government Act* and which is listed in the attached Schedule "B";
- 1.1.40 "RP" means the right to purchase granted or to be granted by a Board in respect of Surplus Lands to either one or more other Boards or to the City, as contemplated in Section 6, Section 7 and Section 8 hereof;

- 1.1.41 “SR” means School Reserve as defined or contemplated under the *Municipal Government Act* and includes Lands designated as school reserve under Part 17, Division 8 of the *Municipal Government Act*;
- 1.1.42 “*School Act*” means the *School Act* being R.S.A. 2000, chapter S3;
- 1.1.43 “School Building” means a building which is situated on School Building Land and which is designed for the instruction or accommodation of pupils for educational purposes including, where appropriate, all improvements made to School Building Land or to a School Playing Field;
- 1.1.44 “School Building Land” means Lands consisting of a Joint Use Site, Reserve Land or NonReserve Land used for, or set aside for, a School Building, including the front and side yards, parking lots and drop-offs and other land located within approximately 15 metres of the School Building;
- 1.1.45 “School Playing Field” means land which is situated on a School Site and is acquired by a Board for outdoor athletic, sporting and educational purposes and used by the Board for such purposes;
- 1.1.46 “School Site(s)” means Lands acquired by or for a Board and upon which has been or will be constructed a School Building and/or a School Playing Field;
- 1.1.47 “Selling Board” means a Board that has identified a Surplus School Site and wishes to sell same;
- 1.1.48 “Servicing Costs” means the total cost of the servicing of the subject land with public utilities, including the carrying charges;
- 1.1.49 “Steering Committee” means the committee established as set out in subsection 3.1 and consisting of two members from the City as appointed by the City Representative and up to two members each from the Boards as appointed by the Catholic Board Representative, Francophone Board Representative, and Public Board Representative respectively;
- 1.1.50 “Surplus NonReserve Land” means land which is NonReserve Land and which consists of a School Site and which is declared surplus by a Board;
- 1.1.51 “Surplus Reserve Land” means land which is Reserve Land or City Transferred Land and which consists of a School Site and which is declared surplus by a Board;

1.1.52 “Surplus School Site” means either “Surplus NonReserve Land” or “Surplus Reserve Land” as the context requires which a Selling Board has, in its discretion, determined to sell.

1.2 **Interpretation** — In this Agreement except as otherwise provided, or unless the context otherwise requires:

1.2.1 the subdivisions in this Agreement are called, in descending order, “sections”, “subsections”, “paragraphs”, “subparagraphs”, “clauses”, and “subclauses”;

1.2.2 the words “herein” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular provision hereof;

1.2.3 headings inserted in this Agreement are for convenience only and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

1.2.4 words like “including”, “specifically” or “particularly” or words of similar import when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or other words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

1.2.5 any reference to a statute includes amendments thereto, regulations made pursuant thereto, and to any statute or regulation that supplements, supersedes or replaces same;

1.2.6 words importing one gender include all other genders, words in the singular include the plural and words importing individuals shall include firms and corporations, and, in each case, *vice versa*;

1.2.7 whenever in this Agreement any reference is made to a calculation or a determination to be made in accordance with generally accepted accounting principles, such reference shall be deemed to be to the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable on the date when such calculation is made or required to be made;

1.2.8 the word “shall” is to be read and interpreted as mandatory and the word “may” is to be read and interpreted as permissive;

- 1.2.9 where any date set in this Agreement by which or on which some act, matter, event or thing is to occur falls on a date which is not a Business Day, then such date shall be changed to the next following Business Day; and
- 1.2.10 words and phrases which are defined in the *Municipal Government Act* or in the *School Act* shall have the same meanings when used in this Agreement unless otherwise provided herein or the context hereof otherwise requires.
- 1.3 **Schedules** — The following schedules (“Schedules”) are attached hereto, incorporated herein by reference and shall be deemed to form a part hereof and any covenants and Agreements contained therein are deemed to be covenants and Agreements hereunder with the provisions hereof applying thereto, *mutatis mutandis*:

Schedule “A” – List of Non-Reserve Land

Schedule “B” – List of Reserve Land

Schedule “C” – Memorandum re: Future Discussion of Demolitions Costs of School Buildings

Section 2 PRINCIPLES OF AGREEMENT

- 2.1 **Cooperative Planning** — Joint Use Sites shall be cooperatively planned and managed. The parties shall work together to ensure that the rights of each are respected.
- 2.2 **Timing** — In addition to observing the time periods set out in this Agreement, the Parties, in the spirit of cooperation, will attempt to communicate decisions and provide required or requested information as soon as reasonably possible after a decision has been made or information is required or requested.
- 2.3 **Efficiency and Planning** — The resources of the four parties shall be efficiently used for the maximum benefit of the community.
- 2.4 **Shared Costs** — The costs associated with administration of the Agreement be fairly and equitably shared among the four parties to the Agreement.
- 2.5 **Equal Partnership** — There shall be equal authority among the parties to the Agreement with respect to decision making.
- 2.6 **Reserve Dedication** — All Reserve Land and Reserve Funds provided, dedicated or obtained after the Effective Date, shall be used, where appropriate for the purpose of creating and

developing Joint Use Sites and Parks and Recreation Sites pursuant to the Municipal Government Act.

2.7 **Transparency and Openness** — The parties shall make available to each other such information as is necessary to ensure the principles of this Agreement are being observed.

2.8 **Conflict Resolution** — When difficulties arise among the parties, the parties shall work together to resolve such difficulties in a respectful way and with a spirit of cooperation and collaboration.

2.9 **Autonomy and Organizational Integrity** — The parties honour the respective organization cultures, mandates, budget and administrative process of the other parties.

Section 3 STEERING COMMITTEE

3.1 **Establishing Steering Committee** — The Steering Committee established pursuant to Section 5.1 of the Edmonton Joint Use Agreement: Facilities made between the parties hereto on the 17th day of October, 2007 shall also serve as the Steering Committee for this Agreement, unless the parties otherwise determine.

3.2 **Power of Steering Committee** — The Steering Committee shall ensure that the principles of the Agreement are upheld in the manner required by this Agreement and shall have the decisionmaking authority enabling them to adequately administer the Agreement.

3.3 **SubCommittees** — The Steering Committee has the authority to establish subcommittees (standing or *ad hoc*) including a Land Management Committee, to undertake ongoing or specific tasks related to this Agreement. The Steering Committee has authority to terminate or change the terms of reference of any subcommittee created by it and to obtain for the subcommittees the necessary resources to allow them to fulfill their responsibilities.

3.4 **SubCommittee Reporting** — All subcommittees shall be required to report to the Steering Committee when requested to do so and at least annually.

3.5 **Steering Committee Decisions** — All decisions of the Steering Committee shall require the consensus of each of the Parties' Representatives. In the event that the Steering Committee cannot reach consensus on an issue, the matter shall be referred to the City Manager and the Chief Superintendents of each School Board for resolution or direction as to how the matter should be resolved.

3.6 **Steering Committee Responsibilities** — The Steering Committee is responsible for:

3.6.1 implementing the Agreement including providing direction to the City and School Board administrations as required by this Agreement;

- 3.6.2 reviewing the Reserve Account;
- 3.6.3 creating awareness of the Agreement within their respective Organizations;
- 3.6.4 recommending amendments to the Agreement;
- 3.6.5 evaluating the effectiveness of the Agreement annually;
- 3.6.6 providing comments to the City Manager regarding any potential expenditures from the Reserve Account;
- 3.6.7 providing comments to the Boards regarding issues that the Board should have regard to in considering their need for School Sites;
- 3.6.8 producing and presenting an Annual Report to the Parties and providing them with timely updates of accomplishments and activities; and
- 3.6.9 ensuring the equitable sharing of the costs of administering this Agreement.

Section 4 THE PLANNING PROCESS

4.1 **Consultation** — In undertaking the preparation of land use studies and Plans and in carrying out its responsibilities as the Subdivision Authority under the *Municipal Government Act* the City shall obtain from the Boards their advice as to the needs of the Boards for School Building Land or School Sites within or near areas affected by such plans. The Steering Committee shall develop a consultation process which it shall review from time to time with a view to improving communication and cooperation among the Parties while recognizing the right and obligation of the Boards to determine their needs for School Building Land and School Sites.

4.2 **Needs of Boards** — In areas where one or more of the Boards have indicated a requirement for School Building Land, the City, in its capacity as the Subdivision Authority, shall use its best efforts to satisfy the requirements of the Boards, as identified by the Boards, by requiring the dedication of Reserve Land pursuant to the provisions of the *Municipal Government Act*.

4.3 **Determination of the Needs of the Boards** — With respect to determining the needs of the Boards for School Building Land, whether during the process of the preparation of Plans or in respect of land that is the subject of a proposed subdivision:

- 4.3.1 the Parties recognize the right of the Boards to determine their present and future needs for School Sites and School Building Land to meet their obligations to deliver educational programs;

- 4.3.2 where Reserve Land is dedicated pursuant to the provisions of the Municipal Government Act, the City shall use its best efforts to satisfy the requirements of the Boards for School Sites. Such requirements will be identified through a needs assessment study. The proponent of the statutory plan or land use study/plan will be responsible for preparing a needs assessment study in consultation with the appropriate Board and the City. The assessment study shall be used by the City together with such other requests and information as may be provided by the Boards to the City in the preparation of Land Use Studies/Plans;
- 4.3.3 the Parties acknowledge that while it is desirable to bring to the Subdivision Authority a “needs assessment” study document that is supported by all the Parties, the final decision or determination as to what the needs of a Board are rests with each individual Board and the Boards may, in their sole discretion, determine not to support the proposals contained in any “needs assessment” document presented to the Subdivision Authority and may in fact oppose any such proposal or document; and
- 4.3.4 where the Subdivision Authority cannot meet the needs of a Board in respect of any Plan, such inability or any decision of the Subdivision Authority not precisely in accordance with the wishes of the Board shall not be construed or considered to be a “determination” as to the needs or requirements of a Board and is without prejudice to any other rights of the Board with respect to such Plans or any subdivision process.
- 4.4 **City to Assemble School Sites and School Building Land** — The City shall be responsible for the assembly of School Sites and School Building Land utilizing the relevant provisions of the *Municipal Government Act* by:
- 4.4.1 requiring the dedication of Reserve Land;
- 4.4.2 deferring the obligation to provide Reserve Land;
- 4.4.3 obtaining Reserve Funds;
- 4.4.4 redesignating MR Lands as SR or MSR;
- 4.4.5 disposing of Reserve Lands owned by the City and using the proceeds of disposition to acquire School Sites and School Building Land; and
- 4.4.6 acquiring School Sites or School Building Land by using Reserve Funds.
- 4.5 **MSR Designation** — Where the City acquires through dedication, or acquisition utilizing Reserve Funds, Lands that will form part of a School Site or School Building Land,

such Lands, where appropriate and where the needs or the Boards permit, will be designated as MSR in the name of the City and the appropriate School Board in accordance with the relevant provisions of the *Municipal Government Act*.

4.6 **Review of Existing Reserve Land** — The Steering Committee shall review all Lands currently used, or intended to be used, as a Joint Use Site and which, prior to the coming into effect of this Agreement, were dedicated as MR and/or SR and determine if they should be redesignated as MSR.

Section 5 DEVELOPMENT AND MAINTENANCE OF LAND

5.1 **Initial Development and Maintenance of Joint Use Sites** — Joint Use Sites shall be:

5.1.1 developed by the City in accordance with standards and timelines as determined by the City in consultation with the Boards; and

5.1.2 maintained by the City until such time as a School Board notifies the City of its commencement of construction of a School Building on the School Building Land.

5.2 **Change of Responsibility When School Built** — Upon notification of commencement of construction of a School Building:

5.2.1 responsibility for maintenance of the School Building Land located on a Joint Use Site shall transfer to the appropriate Board;

5.2.2 the Board shall pay to the City such costs as the City incurred in the minimum park standard development that being: grade, level, seed and only those temporary sports fixtures as are agreed to between the applicable Board and the City. The mechanism for determining the amount of this payment shall be established by the Steering Committee; and

5.2.3 the City will continue to be responsible for maintenance of the Joint Use Site outside of the School Building Land where community access to the School Playing Fields is provided.

5.3 **School Playing Fields Where Community Access** — The City shall be responsible for the maintenance of School Playing Fields located on NonReserve School Sites where community access to the School Playing Fields is provided.

5.4 **School Building Land** — The Board shall be responsible for the maintenance of the School Building Land.

5.5 **Development on Joint Use Site** — Prior to any Party undertaking development on a joint use site that may impact another Party, a written proposal shall be brought forward to the Steering Committee. The Steering Committee shall determine what mechanisms and or processes, including compensation and approvals, will be required.

Section 6 BOARDS' FIRST RIGHT TO PURCHASE

6.1 **Notice to Other Parties** — If a Selling Board declares that one of its School Sites located on NonReserve Land or on Reserve Land (the “Surplus School Site”) is surplus to its needs and determines, in its sole discretion, to sell the Surplus School Site and it has received the approval of the Minister pursuant to the *School Act*, then, it shall provide written notice to that effect to each of the other Parties (the “Surplus Notice”).

6.2 **Boards' First Right to Purchase** — Each of the Boards shall have 90 days after receipt the Surplus Notice to indicate its intention to pursue the purchase of the Surplus School Site by notice in writing to that effect given to the Selling Board (the “Purchase Notice”).

6.3 **Francophone Board Priority** — If more than one Board indicates its desire to purchase the School Site by issuing a Purchase Notice, the Francophone Board shall have the first right to purchase the subject Surplus School Site.

6.4 **Notify Minister** — In the event a Board (the “Purchasing Board”) indicates an interest in purchasing the Surplus School Site, the Selling and Purchasing Boards, shall immediately notify the Minister and request direction from the Minister with respect to the possible sale, purchase and transfer of the said Surplus School Site.

6.5 **Decision Not to Purchase** — If it is determined by one or both of the involved Boards or by the Minister that the Surplus School Site will not be sold or transferred by the Selling Board to the Purchasing Board, then the Surplus School Site shall become available to the City as contemplated in either Section 7 or Section 8, as applicable.

6.6 **Closing Procedures** — If it is determined that the Surplus School Site will be sold or transferred by the Selling Board to the Purchasing Board, the transaction shall be completed in accordance with the *School Act* at the price and on the terms and conditions determined pursuant thereto by the Minister and the two involved School Boards.

Section 7 SURPLUS NON-RESERVE SCHOOL SITES

7.1 **City's Right to Purchase** — If after the steps and procedures set out in Section 6 have been followed, it is determined that no other Board will be buying the subject Surplus NonReserve Land and provided the Selling Board has received the approval of the Minister pursuant to the *School Act*, the Selling Board shall provide written notice to that effect to the City

(the “First Notice to City”) and the City shall have the right to purchase the Surplus NonReserve Land at the price and on the terms and conditions set out in this Section 7 (the “City’s RP”).

7.2 **Purchase Price for Whole Site** — Within 60 days of giving the First Notice to City, the Selling Board shall advise the City in writing of the purchase price (the “Price Notice”) for the whole of the Surplus NonReserve Land which shall be based on an independent, formal and full appraisal of the Surplus NonReserve Land conducted by an Accredited Appraiser. The purchase price (the “City RP Purchase Price”) shall be the aggregate of:

7.2.1 the Market Value of the Lands, including School Playing Field(s) and the School Building Land;

plus

7.2.2 the Depreciated Value of the School Building;

less

7.2.3 a credit in favour of the City for the amount of money, if any, the City has invested in the upgrading of the School Playing Field(s) and the School Building depreciated in the same manner as contemplated in the definition of “Depreciated Value”, as set out in paragraph 1.1.13.

7.3 **Exercise of City Right to Purchase** — The City RP shall be open for exercise by the City for a period ending 180 days after the date of receipt by the City of the First Notice to City (the “City RP Period”). The City shall exercise the City RP by delivering to the Selling Board its written notice to that effect prior to 3:00 p.m. on the last day of the City RP Period. In exercising the City RP, the City shall indicate in writing whether it wishes to purchase the whole of the Surplus NonReserve Land or only a portion thereof and if a portion, which portion.

7.4 **Extension** — If, prior to the expiry of the City RP Period, the City has determined it wishes to purchase all or a portion of the Surplus Non-Reserve Lands, but it has not yet obtained all necessary budgetary and financial approvals for the purchase, then:

7.4.1 the City may extend the City RP Period for up to 45 days, or

7.4.2 the City may request an extension of the City RP Period for a period in excess of 45 days and the Selling Board may, in its discretion, grant the requested or other extension and if it does, the Selling Board shall indicate in writing the new expiry date for the City RP Period.

In the event of an extension the Selling Board may require a new appraisal which shall be at the cost of the City. The City RP Purchase Price shall be the higher of the price determined in

accordance with subsection 7.2 and the price determined by the new appraisal obtained pursuant to this subsection 7.4.

7.5 **Whole Site** — Upon the exercise by the City of the City RP for the whole of the Surplus NonReserve Land as aforesaid, there shall be constituted a binding contract of purchase and sale whereby the Selling Board shall sell and the City shall purchase the Surplus NonReserve Land at and for the City RP Price set out in subsection 7.2 on the terms and conditions and in the manner set out in Section 10 hereof.

7.6 **Partial Site Conditions Precedent** — Upon the exercise by the City of the City RP for only a portion of the Surplus NonReserve Land as aforesaid, the binding contract of purchase and sale thereby constituted shall be, and the obligation of the Selling Board to sell and the City to purchase the requested portion of the Surplus NonReserve Lands is, subject to and conditional upon the following conditions precedent (the “Conditions Precedent”):

- 7.6.1 the City Administration determining within **30** days of the date of receipt by the Selling Board of the written notice given by the City exercising the City RP that it supports the proposed subdivision and rezoning of the subject Surplus NonReserve Land;
- 7.6.2 obtaining the required subdivision of the Surplus NonReserve Land to create that portion of the Surplus NonReserve Land that the City wants to purchase within **180** days after the date of receipt by the Selling Board of the written notice given by the City exercising the City RP; and
- 7.6.3 the rezoning of that portion of the Surplus NonReserve Land that the City does not wish to purchase (the “Remaining Lands”) to a zoning designation satisfactory to the Selling Board acting reasonably taking into consideration reasonable development and planning principles and the existing zoning designation and use or anticipated use of the Neighbouring Lands, within **180** days after the date of receipt by the Selling Board of the written notice given by the City exercising the City RP.

Both the subdivision and the rezoning shall be on terms and conditions satisfactory to each of the Selling Board and the City. The Conditions Precedent shall be satisfied prior to 3:00 p.m. on the dates for satisfaction specifically set out above. The Selling Board may in its sole discretion extend the time for satisfying any one or more of the Conditions Precedent by written notice to that effect setting out the specific date by which such Conditions Precedent must be satisfied (the date by which the Conditions Precedent must be satisfied, whether initial or extended, is herein called the “Condition Date”).

The process, the principles and the cost-sharing arrangements for obtaining subdivision and rezoning are set out in and governed by the provisions of Section 9.

7.7 **Partial Site Conditions Precedent Not Satisfied** — If the Conditions Precedent are not satisfied on or before the Condition Date, the contract of purchase and sale constituted by the exercise by the City of the City's RP for only a portion of this Surplus NonReserve Land shall be deemed to be at an end and null and void for all purposes and the City's RP with respect to all or any portion of the subject Surplus NonReserve Land shall be deemed to have absolutely expired. Thereafter either:

7.7.1 the City shall, in its discretion, purchase the whole of the Subject Surplus NonReserve Land by notice to that effect given to the Selling Board within 30 days of the applicable Condition Date whereupon there shall be constituted a binding contract of Purchase and Sale pursuant to which the Selling Board shall sell and the City shall purchase the entire Surplus School Site at and for the City RP price determined in accordance with subsection 7.2, or subsection 7.4, as the case may be, or, at the option of the Selling Board, the greater of the aforementioned price or a price based on a new appraisal; or

7.7.2 if the City does not give written notice that it will purchase the whole of the Surplus Non-Reserve Land pursuant to paragraph 7.7.1, then, the Selling Board shall be free to sell or otherwise dispose of the Surplus NonReserve Land immediately or at any time in the future without reference to the City or any RP in favour of the City, and for clarification, the City shall be deemed not to have any further right, title or interest in or to the subject Surplus NonReserve Land nor shall it have any first right to purchase or other interest therein.

7.8 **Purchase Price for Partial Site** — The purchase price for a portion of the subject Surplus NonReserve Land shall be based on the Market Value of the Lands (determined in accordance with paragraph 7.2.1 (as may be increased pursuant to subsection 7.4) and then calculated based on the size of the Lands to be acquired on a pro rata basis to the nearest one one-thousandth of a hectare plus the Depreciated Value of the School Building determined in accordance with paragraph 7.2.2 (as may be increased pursuant to subsection 7.4) if the School Building is included in the acquisition by the City.

7.9 **Decision Not to Exercise the First Right to Purchase** — In the event that the City decides not to or otherwise fails to exercise the City RP with respect to the Surplus NonReserve Land as provided in Section 7, then the Selling Board may dispose of the Surplus Non Reserve Land and may in its discretion, apply for the rezoning of the Surplus NonReserve Land from its current land use designation to an appropriate land use designation. If the Selling Board makes application for a rezoning of the subject Surplus Non-Reserve Lands, the City shall, using its best efforts, rezone the subject property to the zoning designation requested by the Selling Board, acting reasonably, with both the City and the Selling Board taking into consideration reasonable development and planning principles and the use or anticipated use of the Neighbouring Lands.

Section 8
SURPLUS RESERVE LAND CONTAINING A SCHOOL BUILDING

8.1 **City's RP** — If after the steps and procedures set out in Section 6 have been followed, it is determined that no other Board will be buying the subject Surplus Reserve Land and provided the Selling Board has received the approval of the Minister, the Selling Board shall provide written notice to that effect to the City (the "First Notice to City") and the City shall have the right to purchase the Surplus Reserve Land at the price and on the terms and conditions set out in this Section 8 (the "City RP").

8.2 **Purchase Price for Whole Site** — Within 60 days of giving the First Notice to City, the Selling Board shall advise the City in writing of the purchase price (the "Price Notice") for the whole of the Surplus Reserve Land which shall be based on an independent, formal and full appraisal of the Surplus Reserve Land conducted by an Accredited Appraiser. The purchase price (the "City RP Purchase Price") shall be the aggregate of:

8.2.1 One (\$1.00) Dollar for the School Playing Field(s) and the School Building Land;

plus

8.2.2 the Depreciated Value of the School Building;

plus

8.2.3 an amount equal to the total Servicing Costs which are associated with the Surplus Reserve Land and which have been paid by the Board.

8.3 **Exercise of City RP** — The City RP shall be open for exercise by the City for a period ending 180 days after the date of receipt by the City of the First Notice to City (the "City RP Period"). The City shall exercise the City RP by delivering to the Selling Board its written notice to that effect prior to 3:00 p.m. on the last day of the City RP Period. In exercising the City RP, the City shall indicate in writing whether it wishes to purchase the whole of the Surplus Reserve Land or only that a portion thereof which is not School Building Land.

8.4 **Extension** — If, prior to the expiry of the City RP Period, the City has determined it wishes to purchase all or a portion of the Surplus Non-Reserve Lands, but it has not yet obtained all necessary budgetary and financial approvals for the purchase, then:

8.4.1 the City may extend the City RP Period for up to 45 days, or

8.4.2 the City may request an extension of the City RP Period for a period in excess of 45 days and the Selling Board may, in its discretion, grant the requested or other extension and if it does, the Selling Board shall indicate in writing the new expiry date for the City RP Period.

In the event of an extension the Selling Board may require a new appraisal which shall be at the cost of the City. The City RP Purchase Price shall be the higher of the price determined in accordance with subsection 8.2 and the price determined by the new appraisal obtained pursuant to this subsection 8.4.

8.5 **Whole Site** — Upon the exercise by the City of the City RP for the whole of the Surplus Reserve Land as aforesaid, there shall be constituted a binding contract of purchase and sale whereby the Selling Board shall sell and the City shall purchase the Surplus Reserve Land at and for the City RP Price set out in subsection 8.2 on the terms and conditions and in the manner set out in Section 10 hereof.

8.6 **Partial Site Conditions Precedent** — Upon the exercise by the City of the City RP for only that portion of the Surplus Reserve Land other than the School Building Land contained therein, as aforesaid, the binding contract of purchase and sale thereby constituted shall be, and the obligation of the Selling Board to sell and the City to purchase that portion of the Surplus Reserve Lands not contained within the School Building Land, is subject to and conditional upon (the “Conditions Precedent”) the following condition or Conditions Precedent:

- 8.6.1 the City Administration determining within **30** days of the date of receipt by the Selling Board of the written notice given by the City exercising the City RP that it supports the proposed subdivision and rezoning of the subject Surplus Reserve Land;
- 8.6.2 obtaining the required subdivision of the Surplus Reserve Land to create that portion of the Surplus Reserve Land that the City wants to purchase within **180** days after the date of receipt by the Selling Board of the written notice given by the City exercising the City RP; and
- 8.6.3 the rezoning of that portion of the Surplus Reserve Land that the City does not wish to purchase (the “Remaining Lands”) to a zoning designation satisfactory to the Selling Board acting reasonably taking into consideration reasonable development and planning principles and the existing zoning designation and use or anticipated use of the Neighbouring Lands, within **180** days after the date of receipt by the Selling Board of the written notice given by the City exercising the City RP.

Both the subdivision and the rezoning shall be on terms and conditions satisfactory to each of the Selling Board and the City. The Conditions Precedent shall be satisfied prior to 3:00 p.m. on the dates for satisfaction specifically set out above. The Selling Board may in its sole discretion extend the time for satisfying any one or more of the Conditions Precedent by written notice to that effect setting out the specific date by which such Conditions Precedent must be satisfied (the date by which the Conditions Precedent must be satisfied, whether initial or extended, is herein called the “Condition Date”).

The process, the principles and the cost-sharing arrangements for obtaining subdivision and rezoning are set out in and governed by the provisions of Section 9.

8.7 **Partial Site Conditions Precedent Not Satisfied** — If the Conditions Precedent are not satisfied on or before the Condition Date, the contract of purchase and sale constituted by the exercise by the City of the City's RP for only a portion of this Surplus Reserve Land shall be deemed to be at an end and null and void for all purposes and the City's RP with respect to all or any portion of the subject Surplus Reserve Land shall be deemed to have absolutely expired. Thereafter either:

8.7.1 the City shall, in its discretion, purchase the whole of the Subject Surplus Reserve Land by notice to that effect given to the Selling Board within 30 days of the applicable Condition Date whereupon there shall be constituted a binding contract of Purchase and Sale pursuant to which the Selling Board shall sell and the City shall purchase the entire Surplus School Site at and for the City RP price determined in accordance with subsection 8.2, or subsection 8.4, as the case may be, or, at the option of the Selling Board, the greater of the aforementioned price or a price based on a new appraisal; or

8.7.2 if the City does not given written notice that it will purchase the whole of the Surplus Reserve Land pursuant to paragraph 8.7.1, then, the Selling Board shall be free to sell or otherwise dispose of the Surplus Reserve Land immediately or at any time in the future without reference to the City or any RP in favour of the City, and for clarification, the City of Edmonton shall be deemed not to have any further right, title or interest in or to the subject Surplus Reserve Land nor shall it have any first right to purchase or other interest therein.

8.8 **Decision Not to Exercise the Right to Purchase** — In the event that the City decides not to or otherwise fails to exercise the City's RP any portion of the Surplus Reserve Land as provided in this Section 8, then the Selling Board may dispose of the Surplus Non Reserve Land and may in its discretion, apply for the rezoning of the Surplus Reserve Land from its current land use designation to an appropriate land use designation. If the Selling Board makes application for a rezoning of the subject Surplus Reserve Lands, the City shall, using its best efforts, rezone the subject property to the zoning designation requested by the Selling Board, acting reasonably, with both the City and the Selling Board taking into consideration reasonable development and planning principles and the use of the Neighbouring Lands.

8.9 **Sale of School Building Land** — If after subdivision and rezoning as contemplated in subsection 8.6 and upon the sale by the Selling Board of the School Building Land, the Selling Board shall within 60 days of receipt of the total purchase price for the School Building Land, pay to the City, for deposit in the Reserve Account, that portion of the total purchase price which represents the value of the School Building Land not including the Market Value of the School Building. The portion of the purchase price which represents the School Building portion shall be retained by the Selling Board.

8.10 **Value of School Building Land** — The value of the Land portion of the School Building Land shall be the total proceeds from the sale of the said School Building Land less the Depreciated Value of the School Building and the costs incurred by the Selling Board in the sale of the School Building Land including all costs associated with subdivision, reserve removal, reserve dedication or monies in place of reserve dedication, rezoning, commissions, appraisals, permits, fees and legal costs on a solicitor and own client full indemnity basis together with such other costs as the City and the Board mutually agree upon.

Section 9 SUBDIVISION AND REZONING

9.1 **Subdivision** — If subdivision of a Surplus School Site (whether it be Surplus NonReserve Lands or Surplus Reserve Lands) is required in order to complete any transaction contemplated in Section 7 or Section 8 above, the following process, principles and cost arrangements shall apply:

- 9.1.1 the City Administration shall have already determined that it supports the need for and the basic configuration of any required or requested subdivision of the subject parcel of Lands;
- 9.1.2 the Selling Board shall be the applicant for the subdivision;
- 9.1.3 the Selling Board and the City Administration shall work co-operatively and as expeditiously as possible in taking or assisting in the taking of all required steps necessary to obtain the subdivision;
- 9.1.4 the costs of making the application and obtaining reports and information normally required to obtain subdivision approval including the costs of survey and other costs incurred in preparation and registration of the required plan of subdivision shall be shared equally between the parties;
- 9.1.5 the costs of satisfying any conditions imposed by the subdivision authority, including fencing, landscaping, the cost of constructing any improvements, utilities, municipal services, easements and rights-of-way and other conditions shall be paid equally unless the item benefits one Party as opposed to both in which case the benefiting Party shall pay all of the costs of satisfying such conditions. If it is not easily determined whether one Party benefits more than another, then the costs shall be shared between the parties on a pro rata basis calculated on the size of the parcel, to the nearest one-thousandth of a hectare, that each Party retains or acquires, as the case may be;
- 9.1.6 if the parcel of land to be subdivided was created out of an earlier subdivision in respect of which reserves, dedications or money in lieu thereof had been taken,

then there shall be no reserves, dedications or money in lieu of reserves taken in respect of this subdivision;

- 9.1.7 if the subdivision authority requires reserves, the Selling Board and the City Administration shall jointly request that the subdivision authority;
- 9.1.7.1 defer the reserves to each of the proposed new parcels split as between them and pro rated on the basis of the size of each of the new parcels; or
- 9.1.7.2 if, after the request to defer referred reserves to in subparagraph 9.1.7.1, the subdivision authority refuses to defer the reserves, then the Selling Board and the City Administration shall request that the subdivision authority agree to receive money in place of reserves and in that case each Party shall pay its pro rata share thereof based upon the size of its respective parcel and on the purchase price established pursuant to Section 7 or Section 8 above, as the case may be; or
- 9.1.7.3 if the subdivision authority insists on a reserve dedication of land, then to the extent possible, such reserves shall be removed from or assigned to each parcel on a pro rata basis depending on their size. If a pro rata dedication is not practicable or otherwise possible, then the Party which ends up dedicating less than its pro rata share, shall pay to the other Party money in lieu thereof based on the Market Value of the Lands as determined in accordance with the relevant provisions of Section 7 or Section 7, as the case may be;
- 9.1.8 if reserves are deferred as contemplated in subparagraph 9.1.7.1 above, the City shall register a deferred reserve caveat in respect of the Selling Board's pro rata share of the deferred reserve against the title of the new parcel (the "Selling Board's Newly Subdivided Parcel") upon it being created by subdivision and registered in the name of the Selling Board;
- 9.1.9 if there is a deferred reserve caveat registered against the title to the Selling Board's Newly Subdivided Parcel as contemplated in paragraph 9.1.8 above, then, if the Selling Board subsequently sells that parcel to a third Party other than to another Board or the City:
- 9.1.9.1 the Board shall pay to the City money in place of the deferred reserve based on the Market Value of the said parcel; and
- 9.1.9.2 the City may register a caveat against the title to the Selling Board's Newly Subdivided Parcel referencing the Selling Board's covenant to pay set out in subparagraph 9.1.9.1 above.

Payment to the City as contemplated in subparagraph 9.1.9.1 above shall be made in return for discharge of the deferred reserve caveat and the caveat registered by

the City pursuant to subparagraph 9.1.9.2 above and the funds shall be deposited by the City into the Reserve Account.

9.2 **Rezoning** — If the Selling Board requires the rezoning of the “Remaining Lands” pursuant to either paragraph 7.6.2 or 8.6.2 or of an entire parcel in the event the City has not exercised the City RP in respect of such Lands, the following process, principles and cost arrangements shall apply:

9.2.1 the City Administration shall have already determined that it supports the need for and the basic proposal for rezoning of the subject parcel of Lands;

9.2.2 the Selling Board shall be the applicant for the rezoning;

9.2.3 if the rezoning required for the Remaining Lands is for the benefit of the Selling Board, the Selling Board shall pay all application and other costs relating to the rezoning application;

9.2.4 if the rezoning is required for that portion of the Lands being acquired by the City, the City shall pay all application and other costs relating to the rezoning application; and

9.2.5 the City Administration shall support, to the extent possible, the Selling Board’s application to have the subject parcel rezoned to a designation taking into consideration reasonable development and planning principles and the existing zoning designation and use or anticipated use of the Neighbouring Lands or the specific use proposed by the Selling Board, assuming that the City Administration supports such proposed specific use. If the City Administration for any reason cannot support the application for rezoning, the City Administration shall give notice of that fact to the Selling Board as soon as possible.

Section 10 CLOSING PROCEDURES

10.1 **Terms of Contract of Purchase and Sale** — Upon the exercise by the City of its RP for all or a portion of a Surplus School Site, as provided in Section 7 or Section 8, the following shall be the terms of the Agreement of Purchase and Sale for the Surplus NonReserve Land or Surplus Reserve Land:

10.1.1 the closing date (the “Closing Date”) shall be up to 60 days after the date of the delivery of the written notice by the City in accordance with Sections 7.1 or 8.1;

10.1.2 the purchase price shall be paid on the Closing Date, subject to the usual adjustments on the sale of real property;

- 10.1.3 upon receipt of the purchase price, the Board shall transfer to the City the title to the Surplus NonReserve Land, free of all mortgages, liens, charges, encumbrances, instruments, or any other registrations that the Board has registered or caused to be registered against the title to the Surplus NonReserve Land;
- 10.1.4 upon receipt of the purchase price, the Board shall, if title remains vested in the name of the City, quit claim to the City the title to the Surplus Reserve Land, free of all mortgages, liens, charges, encumbrances, instruments, or any other registrations that the Board has registered or caused to be registered against the title to the Surplus Reserve Land; and
- 10.1.5 vacant possession of the Surplus School Site shall be given on the Closing Date.

10.2 **Hazardous Substances** — Notwithstanding any other term or condition contained in this Agreement, should a Board declare NonReserve Land or Reserve Land surplus pursuant to Section 6.1, then at such time the Board shall warrant to the City, that to the best of its knowledge, the Board, its employees, contractors or agents have not deposited, placed or brought onto the Surplus NonReserve Land or Surplus Reserve Land and its structures any Hazardous Substances, nor to the best of its knowledge, is the Board aware of the existence of any Hazardous Substances in, on or under the Surplus NonReserve Land. The Board shall not be required to give such warranty to the City in cases of Surplus NonReserve Land or Surplus Reserve Land which is known by the Board to have been contaminated with Hazardous Substances and in such cases, the Board shall provide the City with the details of the contamination.

10.3 **Environmental Tests and Studies** — The City shall have the right during the time period permitted to exercise its RP in respect of a Surplus School Site as provided in Section 7 or Section 8, to enter the Surplus School Site for the purposes of carrying out environmental tests and studies. If after the City carries out such environmental tests and studies, it is disclosed to the City that the Surplus School Site and its structures has been contaminated with Hazardous Substances by parties other than the City, then at the option of the Selling Board, the Selling Board may at its sole cost, remediate the Surplus School Site to standards as set by the relevant governmental authority prior to the expiry of the time period for the exercise of the first right to purchase the Surplus Site. Failing such remediation by the Board, the City shall not be required to purchase the Surplus Site. The Selling Board and the City may extend the time for completion of the remediation and therefore the time period for the exercise by the City of its RP.

10.4 **Warranty** — At the time of the transfer of Reserve Land to a Board, the City shall warrant to the Board, that to the best of its knowledge, the City, its employees, contractors or agents have not deposited, placed or brought onto the Reserve Land any Hazardous Substances, nor to the best of its knowledge, is the City aware of the existence of any Hazardous Substances in, on or under the Reserve Land. Notwithstanding the foregoing, the City shall not be required to warrant that it is not aware of the existence of any Hazardous Substances in, on or under the Reserve Land, in cases of Reserve Land which is known by either the City or the Board to have

been contaminated with Hazardous Substances. In cases of such contamination, the City and the Board shall provide each other with the details of the contamination and the City shall not be obligated to remediate the Reserve Land prior to its transfer and the Board shall not be obligated to acquire the Reserve Land.

Section 11

SURPLUS RESERVE LAND WITH NO SCHOOL BUILDING

11.1 **List of Vacant Joint Use Sites** — The City shall maintain and provide to the Boards at least once a year a list of all Joint Use Sites that do not contain a School Building that it has assembled or is in the process of assembling under the previous Agreements or this Agreement.

11.2 **Review of Inventory** — Within 60 days of execution of this Agreement, each Board shall cause its administration to review that Board's inventory of all Joint Use Sites on Reserve Land that do not contain a School Building for the purpose of identifying which of the Joint Use Sites that Board no longer requires for educational needs, and such administration shall commence the decision making process by making a recommendation report to its respective Board. To the extent possible, each of the parties will share information and progress with the other parties.

11.3 **Criteria for Evaluation of Vacant School Sites** — Within six months of execution of this Agreement, each Board, in consultation with the Steering Committee, and on an ongoing basis, shall identify the criteria that it from time to time uses in evaluation of their inventory to determine which Joint Use Sites on Reserve Lands can be declared.

11.4 **Periodic Review** — The Boards shall prior to **December 31, 2011** and every three years thereafter undertake a review of their projected need to construct schools on the sites listed in subsection 11.1 and notify the other Parties which, if any, of the sites are now surplus to their needs.

11.5 **Consultation with Steering Committee** — In undertaking the work identified in subsections 11.2, 11.3 and 11.4 the Boards shall consult with the Steering Committee and shall have regard to the comments of the Steering Committee regarding among other things demographic projections and potential alternate municipal uses for School Building Land.

11.6 **Boards' Discretion** — Notwithstanding the provisions of subsections 11.2 to 11.5 above, inclusive the parties recognize that each Board retains sole discretion as to when, and if, to declare a site surplus to their needs.

11.7 **Transfer Title or Quit Claim** — If no other Board expresses interest in having the site allocated for a future school the City may remove the site from the list referred in subsection 11.1 and the Board, upon the written request of the City and subject to the *School Act*, shall transfer (or quit claim) title to the site to the City for \$1.00 plus any direct Servicing Costs or development costs that the Board has paid with respect to the Land being returned to the City.

The City may then designate the portion in accordance with the relevant provisions of the *Municipal Government Act*.

Section 12 RESERVE ACCOUNTS

12.1 **Establishment of Reserve Account** — The City does and will continue to maintain an interest bearing account, which is currently known as the “Funds in Lieu Residential Reserve Account”, referred to in this Agreement as the Reserve Account. All monies paid to the City from the sale of Reserve Land located in areas containing a residential component and all monies paid to the City in place of Reserve Land dedication in areas containing a residential component, as contemplated in the *Municipal Government Act*, shall be deposited into this account and shall be used for the purposes of the acquisition and construction of Joint Use Sites and Parks and Recreation Sites in residential areas.

12.2 **Annual Report** — The City will submit to the Steering Committee at least once a year a report showing the activities within the account for the previous fiscal year, the opening balance, planned expenditures and anticipated year-end balance for the next Reserve Account fiscal year.

12.3 **Prior Consultation with Steering Committee** — Prior to recommending to City Council the use of funds from the Reserve Account the City Manager shall consult with the Steering Committee and have regard to their input on the proposed purchase and development of Joint Use Sites and Parks and Recreation Sites.

12.4 **City’s Discretion** — The parties recognize that the City retains sole discretion over the use of funds from the Reserve Account.

Section 13 DISPUTE RESOLUTION

13.1 **Dispute Resolution** — In the event of a Dispute between the two or more of the Parties as to their respective rights or obligations under this Agreement and not relating to a Party’s internal process, and not relating to the exercise of authority, powers and duties vested in such Parties pursuant to the *Municipal Government Act* and the *School Act*, (the “Dispute”), such Dispute shall be resolved in accordance with this Section.

13.2 **Definitions Applicable to this Section 13** — In this Section 13 the following expressions shall have the following meanings, namely:

13.2.1 “Arbitration Notice” shall have the meaning attributed thereto in subsection 13.6;
and

13.2.2 “Dispute” shall have the meaning attributed thereto in subsection 13.1, and shall include any Dispute or difference with respect to the purchase price to be paid by the City to a Selling Board for all or a portion of a Surplus School Site, as contemplated in Section 7 and Section 8 above.

13.3 **Initial Dispute Resolution Efforts** — The City and the Boards agree to use their best efforts to resolve any Disputes arising between them with respect to this Agreement as efficiently and cost effectively as possible. At all relevant times, the City and the Boards shall:

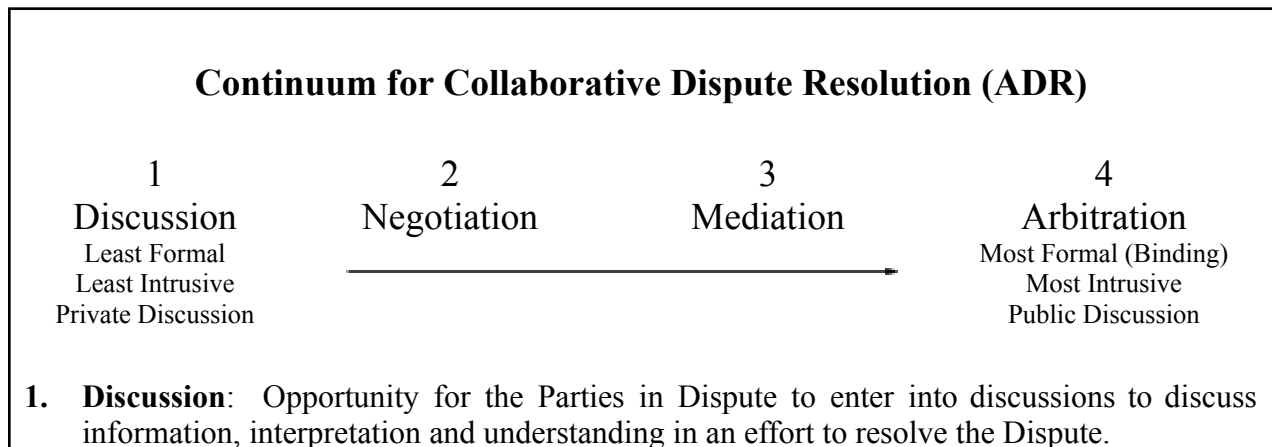
13.3.1 make bona fide efforts to resolve all Disputes by amicable negotiations; and

13.3.2 provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

13.4 **Initial Collaborative Process** — The resolution of the Dispute shall be handled in accordance with the following initial collaborative Process:

13.4.1 at all times, the Parties shall disclose relevant facts and information in a bona fide effort, to resolve issues in a timely manner.

13.4.2 the Dispute will initially be referred to the Steering Committee to determine the appropriate process or processes to be used to resolve the Dispute from the following continuum:



2. **Negotiation:** Opportunity for the Parties, with the new understanding and information, to discuss the issues and work towards a collaborative resolution that meets all Parties' needs to the greatest possible degree given the circumstances.
3. **Mediation:** Opportunity for Parties to have an external third Party facilitate a confidential interest-based without prejudice discussion to work towards a mutually satisfactory outcome.
4. **Arbitration:** The Parties present evidence to an Arbitrator who makes a binding decision regarding the Dispute. The Arbitrator awards a decision which is a public document registered with the courts.

13.5 **Time Limits Not Waived** — Any efforts to resolve a Dispute between Parties by negotiation (or any of the other collaborative processes), shall not operate to suspend, waive, vary or extend the expiration of any time limitation for engaging in any other form of Dispute resolution under this Agreement unless the Parties have specifically agreed in writing to waive or vary that time requirement.

13.6 **Arbitration** — If there is no resolution of the Dispute pursuant to the foregoing provisions of this Section 13, then any Party to the Dispute may, by written notice delivered to the other Party (“Arbitration Notice”), submit the Dispute, or the matters or issues remaining in the Dispute (unless the Parties to the Dispute concur in the appointment of a single arbitrator) to three arbitrators, one to be appointed by the Board, one to be appointed by the City and the third arbitrator to be appointed jointly by the Board and the City, which third arbitrator shall also be the chair of the arbitration panel. If the Parties fail to agree on the third arbitrator, then any Party to the Dispute may on ten (10) Business Days notice to the other Party apply to a Justice of the Court of Queen’s Bench to have such Court appoint the third arbitrator pursuant to the *Alberta Arbitration Act*, R.S.A. 2000, c.A43 (the “*Arbitration Act*”).

13.7 **Failure to Appoint a Single Arbitrator** — A Party to the Dispute shall be deemed to have failed to concur in appointing a single arbitrator if such an arbitrator shall not have been appointed within ten (10) Business Days after the service by a Party to the Dispute upon the other of a notice requesting it to concur in the appointment of such an arbitrator.

13.8 **Failure of Either Party to Appoint an Arbitrator** — If any Party to the Dispute shall neglect or refuse to appoint an arbitrator for ten (10) Business Days after the other Party has served it with a notice to appoint an arbitrator, then the Party who has served the notice to appoint an arbitrator shall be entitled to apply to a Justice of the Court of Queen’s Bench of Alberta to have such Court appoint an arbitrator the Party to the Dispute which has not appointed its arbitrator.

13.9 **Arbitration Act and Rules** — The arbitration shall be conducted, except to the extent modified herein, in accordance with the *Arbitration Act*, and the National Arbitration Rules of the ADR Institute of Canada, Inc. (the “Rules”), as the same may be amended or replaced from time to time, provided that in the event of a conflict between the *Arbitration Act* and the Rules, the provisions of the *Arbitration Act* shall prevail.

Section 14
TERMINATION, REVIEW, AMENDMENT AND PREVIOUS AGREEMENT

14.1 **Termination** — This Agreement may be terminated upon the mutual written agreement of the City and the Boards. After the expiry of Ten (10) years from the Effective Date, this Agreement may be terminated by either the City or any one or more of the Boards. If it is terminated by one or more but not all of the Boards, then this Agreement shall continue to apply to the City and the remaining Board or Boards who have not terminated the Agreement.

14.2 **Review** — This Agreement shall be reviewed by the City and the Boards every Ten (10) years from the Effective Date. Any Party to this Agreement may at any time request a review of this Agreement and all parties shall agree to such review.

14.3 **Modification or Amendment** — This Agreement shall not be modified, varied or amended except by the written Agreement of the City and the Boards.

14.4 **Previous Agreement** — From and after the Effective Date, the Previous Agreement shall be deemed to have been mutually terminated by the City and the Boards and of no further force and effect.

Section 15
GENERAL

15.1 **Expeditious and Supportive Effort** — Notwithstanding the timelines outlined in this Agreement, the parties commit to proceed expeditiously and to supporting each other in completing tasks and resolving issues.

15.2 **NonMerger** — It is expressly agreed to by the City and the Boards that the terms, conditions and covenants herein contained shall continue beyond the closing of the sale of the Surplus NonReserve Land or Surplus Reserve Land to the City, as the case may be, and accordingly, they shall not merge with the transfer of the Surplus NonReserve Land or Surplus Reserve Land to the City, as the case may be.

15.3 **NonWaiver** — The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

15.4 **Statutory NonWaiver by City** — The City in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the *Municipal Government Act* and any other Act in force in the Province of Alberta. The City,

as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the City, its Municipal Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

15.5 **Statutory NonWaiver by Boards** — The Boards in entering into this Agreement is doing so in its capacity as a School Board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Boards of any approval or permit as may be required pursuant to the *School Act* and any other Act in force in the Province of Alberta. The Boards, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Boards, their Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a School Board and as the officers, servants and agents of a School Board.

15.6 **Severability** — If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

15.7 **Enforcement of Remedies** — Any remedy which may be available to a Party by virtue of any provision contained in this Agreement and as a consequence of the default of another Party shall be in addition to and not by way of substitution for any statutory, common law or equitable remedy which may also be available and all such remedies may be enforced either successively or concurrently.

15.8 **Further Assurances** — Each Party hereto will promptly and duly execute and deliver to each remaining Party such further documents and assurances and take such further action as such remaining Party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

15.9 **Notices** — Any notice or other communication required or permitted to be given under the terms of this Agreement shall be sufficiently given to the Party to whom it is addressed if delivered or forwarded by registered mail, return receipt requested, or by facsimile transmission as follows:

to the City at:

City of Edmonton
 City Hall, 3rd Floor
 1 Sir Winston Churchill Square NW
 Edmonton, Alberta T5J 2R7
 Attention: City Manager
 Fax: No. (780) 496-8220

to the Public Board at:

Edmonton Public School Board
 Centre for Education
 One Kingsway
 Edmonton, Alberta T5H 4G9
 Attention: Superintendent
 Fax: No. (780) 429-8318

to the Catholic Board at:

Edmonton Catholic Separate School Board
 9807 106 Street
 Edmonton, Alberta T5K 1C2
 Attention: Superintendent
 Fax: No. (780) 425-8759

to the Francophone Board at:

Conseil scolaire Centre-Nord
 301, 8627 rue Marie-Anne-Gaboury (91 St.)
 Edmonton (AB) T6C 3N1
 Attention: Superintendent
 Fax: No. (780) 440-1631

or to such other address or fax number as a Party may furnish, in writing, to the other parties from time to time. Every such notice shall be deemed to have been received and given at the time when, in the ordinary course of transmission, it would have been delivered or received at the address to which it was sent. In the event of a postal strike, any notice or communication required or permitted to be given under the terms of this Agreement may only be given by personal delivery. In the case of a facsimile transmission it shall be deemed to have been received and given on the day following the date of confirmed transmission.

15.10 **Alteration of this Agreement** — No change or modification to this Agreement shall be valid unless it shall be in writing and signed by all parties hereto.

15.11 **Governing Law** — This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Alberta. Each of the Parties hereto hereby irrevocably attorns to the jurisdiction of the courts in the Province of Alberta.

15.12 **Time** — Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the City or the Boards is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written Agreement of the City and the Boards.

15.13 **Enurement** — This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties together with their personal representatives, successors and permitted assigns.

15.14 **Assignment** — None of the parties hereto may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of each of the remaining parties, which consent MAY be unreasonably withheld or delayed.

15.15 **Execution in Counterpart** — This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties to this Agreement so long as at least one counterpart is executed by each such Party. For the purposes of this Agreement any person who has acknowledged in writing that he has signed a counterpart of this Agreement shall be conclusively deemed to have executed same.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY AND THE BOARDS HAVE EXECUTED THIS AGREEMENT ON THE 3 DAY OF July, 2009.

APPROVED

As to Form:

[Signature]
City Solicitor

THE CITY OF EDMONTON

[Signature]
MAYOR

As to Content:

[Signature]
Head of Department

[Signature]
CITY CLERK

THE BOARD OF TRUSTEES OF EDMONTON
CATHOLIC SEPARATE SCHOOL DISTRICT NO. 7

Per: [Signature]
Per: _____

THE BOARD OF TRUSTEES OF EDMONTON
SCHOOL DISTRICT NO. 7

Per: [Signature]
Per: _____

THE BOARD OF TRUSTEES OF THE REGIONAL
AUTHORITY OF THE GREATER NORTH
CENTRAL FRANCOPHONE EDUCATION
REGION NO. 2 (CONSEIL SCOLAIRE
CENTRE-NORD)

Per: [Signature]
Per: _____

School Reserve Properties - Schedule B

School Board	School Type	School Name	Address	Neighbourhood	Legal Description	Status
CSCN	E	Sainte-Jeanne-d'Arc	8505 - 68A Street NW	Kenilworth	2593MC/69/1R, 6.51ac	
CSCN	E	École À la Découverte (new 2022)	17604 - 104 Street NW	Elsinore	9123296/78/1MR	T
CSCN	JH/SH	surplused by EPSB	7215 - 178 Street NW	Callingwood North	8822836/7/15MR	V
CSCN		surplused by EPSB	2137 Haddow Drive NW	Haddow	0124854/12/31	V
CSCN	E/JH	surplused by ECSD	13625 Cumberland Rd NW	Hudson	1523774/42/2MR	V
CSCN	E/JH	surplused by EPSB	2010 Leger Road NW	Leger	portion of Quadrant SW, Section 2, Township 52, Range 25	V
CSCN	E/JH	surplused by ECSD	16104 - 59A Street NW	Matt Berry	9123406/6/103MR	V
CSCN	E	surplused by EPSB	13040 - 155 Avenue NW	Oxford	1621207/3/129MR 8722092/3/4MR	V
CSCN	E	not assembled - declared surplus by ECSD	1069 Webber Greens Dr NW	Potter Greens	not known	NA
ECSD	E	Anne Fitzgerald	699 Clareview Road NW	Kernohan	8622143/42/86MR	
ECSD	E/JH	Archbishop Joseph MacNeil	750 Leger Way NW	Leger	0324302/162/1MR	T
ECSD	E/JH	Bishop David Motiuk	855 Lewis Greens Dr NW	Webber Greens	1324707/44/46MR	T
ECSD	E	Bishop Greschuk	17330 - 91 Street NW	Lago Lindo	8022146/8/1	T
ECSD	E	Bishop Savaryn	16215 - 109 Street NW	Lorelei	7723013/ 31/36, 37R 7720751/16/12	
ECSD	SH	Blessed Carlo Acutis (2026)	11520 - 153 Avenue NW	Dunluce	7521648/40/4	UC
ECSD	SH	Cardinal Collins High School Academic Centre	139 Avenue and 40 Street NW	Clareview Campus	0022276/1/3	
ECSD	JH	Cardinal Leger	8808 - 144 Avenue NW	Evansdale	6689NY/40/R1 5557RS/40/4R	
ECSD	E/JH	Christ the King	180 McConachie Drive NW	McConachie	1021110/1/1MR	T
ECSD	E/JH	Corpus Christi	460 Watt Boulevard SW	Walker	1221307/6/55MR	T
ECSD	E	Divine Mercy (2020)	2720 Orchards RD SW	The Orchards At Ellerslie	Lot 1MR, Block 33, Plan 1822472	T
ECSD	E	Father Leo Green	7512 - 144 Avenue NW	Kilkenny	6143NY/22/R1	
ECSD	SH	Father Michael McCaffery (2024)	Heritage Valley	Town Centre	Plan 2420368 Blk 1 Lot 1MR	T
ECSD	E/JH	Father Michael Mireau	3010 Spence Wynd SW	Summerside	0620212/6/4MR	T
ECSD	JH	Father Michael Troy	3630 - 23 Street NW	Wild Rose	0125334/53/3MR	T
ECSD	E	Frere Antoine	2850 Millwoods Road NW	Tipaskan	7723074/13/ 29MR,30	T
ECSD	E	Good Shepherd	18111 - 57 Avenue NW	Dechene	8021945/25/21MR	T
ECSD	E/JH	Holy Family	1710 Millwoods Road E NW	Pollard Meadows	8420746/4/64, 65MR	T
ECSD	SH	Holy Trinity	7007 - 28 Avenue NW	Mill Woods Park	8421452/33/3	

ECSD	JH	J.J. Bowlen	6110 - 144 Avenue NW	McLeod	6022NY/31/R4	
ECSD	E/JH	Joan Carr	1140 - Keswick Dr SW	Keswick	1920225/1/26MR	
ECSD	E	John Paul I (Blessed)	5675 - 38 Avenue NW	Hillview	8120734/20/46SR	
ECSD	E/JH	Josephine Bakhita School (2025)	145 Secord Drive NW	Secord	1923304/2/Lot 67MR, Lot 64	UC
ECSD	E	Katherine Therrien	15040 - 118 Street NW	Caernarvon	7720751/12/10R, 15R	
ECSD	J/SH	Louis St. Laurent	11230 - 43 Avenue NW	Royal Gardens	0063/31/2B,5B 1184NY/31/6R	*
ECSD	E	Mary Hanley	3330 - 37 Street NW	Bisset	8721686/49/99SR	
ECSD	E/JH	Monsignor Fee Otterson	1834 Rutherford Road SW	Rutherford	0921526/9/107MR	T
ECSD	E	Monsignor William Irwin	2629 Taylor Green NW	Terwillegar Towne	0325526/75/90MR, 92MR	T
ECSD	SH	Mother Margaret Mary	2010 Leger Road NW	Leger	Section 2, Township 52, Range 25	T
ECSD	E	Our Lady Of The Prairies	17655 - 64 Avenue NW	Callingwood South	8622439/13/11SR	
ECSD	E/JH	Sister Annata Brockman	355 Hemingway Road NW	The Hamptons	0626662/16/2MR	T
ECSD	E	St. Anne	14105 - 94 Street NW	Northmount	5557RS/12/6	
ECSD	E	St. Augustine	3808 - 106 Street NW	Duggan	8522027/8/11, 12MR	
ECSD	E	St. Benedict	18015 - 93 Avenue NW	Belmead	7521610/41/2R, 3-6	T
ECSD	E	St. Bonaventure	3004 - 139 Avenue NW	Hairsine	8622688/54/87SR	
ECSD	E	St. Boniface	11810 - 40 Avenue NW	Royal Gardens	3614NY/43/1R	
ECSD	E/JH	St Brendan	9260 - 58 Street NW	Ottewell	2862MC/34/31R	
ECSD	E	St. Charles	10423 - 172 Avenue NW	Baturyn	8020717/21/68SR	
ECSD	E/JH	St. Clement	7620 Millwoods Road S NW	Ekota	5262TR/23/73,74 7621964/23/77R	
ECSD	E	St. Dominic	5804 - 144 Avenue NW	McLeod	6022NY/31/R4	
ECSD	E	St. Elizabeth	7712 - 36 Avenue NW	Richfield	6453RS/15/9R	
ECSD	E/JH	St. Elizabeth Seton	3711 - 135 Avenue NW	Belmont	7823513/5/21SR, 27SR	
ECSD	JH	St. Hilda	7630 - 38 Avenue NW	Tweedle Place	3100TR/42/45R, 46	
ECSD	E	St. John Bosco	7411 - 161 A Avenue NW	Mayliewan	0021663/55/4MR	T
ECSD	E/JH	St John XXIII	365 Windermere Rd NW	Windermere	1222890/7/102MR	T
ECSD	E	St. Justin	8450 - 175 Street NW	Thornccliffe	1139TR/7/41R, 42	
ECSD	E	St. Kateri	3807 - 41 Avenue NW	Kiniski Gardens	8121927/33/25MR	T
ECSD	E	St. Lucy	11750 - 162 Avenue NW	Dunluce	8020302/59/4SR	
ECSD	E	St. Maria Goretti	4214 - 127 Avenue NW	Homesteader	7621417/4/ 40R	
ECSD	E	St. Martha	7240 - 180 Street NW	Lymburn	7821764/20/99, 100R	
ECSD	E	St. Mary	490 Rhatigan Road E NW	Rhatigan Ridge	9220453/95/6MR	T
ECSD	E	St. Monica	14710 - 53 Avenue NW	Brander Gardens	787TR/29/32, 33R	

ECSD	SH	St. Oscar Romero	17760 - 69 Avenue NW	Callingwood North	8822836/ 7/18MR	T
ECSD	E	St. Philip	8720 - 144 Avenue NW	Evansdale	6689NY/40/R1	
ECSD	E	St. Richard	5704 Millwoods Road S NW	Meyokumin	7721181/14/28SR	
ECSD	E	St. Stanislaus	3855 - 114 Street NW	Greenfield	4544NY/64/29R	
ECSD	E	St. Teresa	11350 - 25 Avenue NW	Blue Quill	8222093/19/5SR	
ECSD	E/JH	St Thomas Aquinas	420 Desrochers Boulevard SW	Desrochers	no legal/address	T
ECSD	E	St. Timothy	14330 - 117 Street NW	Carlisle	8022261/20/106SR	T
ECSD	E		17603 - 107 Street NW	Chambery	24303/78/32MR	V
ECSD	E		2975 - 151 Avenue NW	Kirkness	8422617/101/114SR	V
ECSD	E/JH		16535 - 130 Street NW	Oxford	1124811/19/3MR	V
ECSD	E/JH		104 Rapperswill Drive	Castledowns Ext.	Rapperswill	V
ECSD	E/JH		399 Silver Berry Road NW	Silver Berry	0425569/22/56MR	V
ECSD	SH		2704 - 17 Street NW	Silver Berry	0425575/23/107MR	V
EPSB	E/JH	A. Blair MacPherson	430 Tamarack Green NW	Tamarack	0726190/15/1MR, 2	
EPSB	E	Abbott	12045 - 34 Street NW	Abbotsfield	3597TR/11/2R	
EPSB	E	Aldergrove	8525 - 182 Street NW	Aldergrove	7621379/12/3R	
EPSB	JH	Avalon	5425 - 114 Street NW	Lendrum Place	2955MC/10/1	
EPSB	E/JH	Bannerman	14112 - 23 Street NW	Bannerman	9221908/66/4SR	
EPSB	E	Baturyn	10603 - 172 Avenue NW	Baturyn	8020717/21/70SR	
EPSB	E	Belmead	9011 - 182 Street NW	Belmead	7821983/41/8R	
EPSB	E	Belmont	3310 - 132A Avenue NW	Belmont	7823513/5/24SR	
EPSB	EJH	Bessie Nichols	189 Hemingway Road NW	The Hamptons	0425313/5/69MR	
EPSB	E	Bisset	3020 - 37 Street NW	Bisset	8721686/49/103; 8721686/49/102MR	T **
EPSB	SPECIALIZED PROGRAM	Braemar	9359 - 67A Street NW	Ottewell	2862MC/35/1R	
EPSB	E	Brander Gardens	14865 - 56 Avenue NW	Brander Gardens	787TR/29/37R	
EPSB	E	Brookside	5504 - 143 Street NW	Brookside	6469NY/17/3R; 6469NY/17/2	**
EPSB	E	Caernarvon	14820-118 Street NW	Caernarvon	7720751/12/22R, 21; 9222206/12/25SR	
EPSB	E	Callingwood	17335 - 76 Avenue NW	Callingwood North	8021057/7/8SR	
EPSB	E	Centennial	17420 - 57 Avenue NW	Gariepy	8123068/12/38SR	
EPSB	E	Clara Tyner	9420 Ottewell Road NW	Ottewell	6450KS/24	
EPSB	E	Constable Daniel Woodall	315 Windermere Rd NW T6W 0V9 Community mailbox	Windermere	1522887/7/103MR	T
EPSB	E	Crawford Plains	4210 - 12 Avenue NW	Crawford Plains	8421093/38/41MR; 7823020/38/66	**
EPSB	JH	D.S. MacKenzie	4020 - 106 Street NW	Rideau Park	6476NY/11/R3	

EPSB	E	Daly Grove	1888 - 37 Street NW	Daly Grove	9020307/26/122SR	
EPSB	E/JH	David Thomas King	22707 97 Avenue NW	Secord	1720746/26/48MR	T
EPSB	JH	Dickinsfield	14320 - 88A Street NW	Northmount	2547RS/12/2R	
EPSB	SH	Dr Anne Anderson (2021)	11810 - 35 AVENUE SW	Heritage Valley	1921839/11/2Mr	T
EPSB	E/JH	Dr. Donald Massey	5435 - 162 Avenue NW	Hollick-Kenyon	0621532/60/1MR;	
EPSB	E/JH	Dr. Lila Fahlman	680 Allard Boulevard SW	Allard	1423518/5/100MR	T
EPSB	E/JH	Donald R. Getty	8102 Chappelle Way SW	Chappelle (West)	1523381/18/1MR	T
EPSB	E	Duggan	10616 - 36A Avenue NW	Duggan	8522027/8/1SR; 8522027/8/2	**
EPSB	E	Dunluce	11735 - 162 Avenue	Dunluce	8020302/44/93SR	
EPSB	E	Earl Buxton	250 Rhatigan Ridge East NW	Rhatigan Ridge	9220453/95/1MR	T
EPSB	JH	Edith Rogers	8308 Millwoods Road NW	Tweedle Place	7620041/42/48R; 7620041/42/51A	**
EPSB	E/JH	Edmonton Christian North East (Land Only) (Titled to Society)	5940 - 159 Avenue NW	Matt Berry	0522392/6/105	
EPSB	E	Ekota	1395 Knottwood Road East NW	Ekota	7621714/23/57R; 7621714/23/58	**
EPSB	SH	Elder Dr. Francis Whiskeyjack School (2024)	2704 - 17 Street NW	Silver Berry (The Meadows)	0425575/23/107MR	T
EPSB	E/JH	Elizabeth Finch	13815 - 160 Avenue NW	Carlton	0226651/57/77MR	
EPSB	E/JH	Esther Starkman	2717 Terwilliger Way NW	Terwillegar Towne	0425287/74/107MR	
EPSB	E	Evansdale	9303 - 150 Avenue NW	Evansdale	5557RS/35/9R	*
EPSB	E/JH	Florence Hallock	16437-87 Street NW	Belle Rive	1920999/118/3MR (0425915/118/2MR 0425915/118/1)	
EPSB	E	Fraser	14904 - 21 Street NW	Fraser	8521454/84/48SR	
EPSB	E/JH	Garth Worthington School (2021)	351 Chappelle Drive SW	Heritage Valley Chappelle East	1420393/3/1MR	T
EPSB	E	George H. Luck	300 Bulyea Road NW	Bulyea Heights	8621816/122/1	T
EPSB	E	George P. Nicholson	1120 - 113 Street NW	Twin Brooks	0321459/18/112	T***
EPSB	E	Glengarry	9211 - 135 Avenue NW	Glengarry	4594MC/21/23R	
EPSB	E	Grace Martin	8210 - 36 Avenue NW	Richfield	6453RS/15/1R	
EPSB	E	Greenfield	3735 114 Street NW	Greenfield	590NY/64/25R	
EPSB	E	Greenview	5904 - 38 Avenue NW	Greenview	0822870/8/120MR	
EPSB	SH	Harry Ainlay	4350 - 111 Street NW	Royal Gardens	9220063/31/2B,5B; 8722873/31/2; 1184NY/31/6R	* **
EPSB	E	Hillview	355 Woodvale Road East NW	Hillview	8120734/20/43SR	
EPSB	E/JH	Hilwie Hamdon	13815 Cumberland Road NW T6V 1V3 Community mailbox	Hudson	Portion of 1523774/42/2MR	T
EPSB	E	Homesteader	4455 - 128 Avenue NW	Homesteader	7621417/4/38R	

EPSB	SH	J. Percy Page	2707 Millwoods Road, NW	Mill Woods Park	8421452/33/1,4,6	**
EPSB	E	Jackson Heights	311 Jackson Road NW	Jackson Heights	0222944/12/88SR	
EPSB	E/JH	Jan Reimer	360 Orchards Boulevard SW T6X 1Y9 Community mailbox	The Orchards At Ellerslie	1523283/16/200MR	T
EPSB	E/JH	Joey Moss (2022)	1905 - 182 Street SW	Keswick	1723517/3/25MR	
EPSB	E	John Barnett	14840 - 72 Street NW	Kilkenny	664TR/27/29R	
EPSB	JH	John D. Bracco	3150 - 139 Avenue NW	Hairsine	8622688/54/91MR; 8622688/54/90	T **
EPSB	E/JH	Johnny Bright	1331 Rutherford Road SW	Rutherford	0324366/2/44MR	
EPSB	E	Julia Kiniski	4304 - 41 Avenue NW	Kiniski Gardens	8520434/38/53SR	
EPSB	E	Kameyosek	250 Lakewood Road East NW	Kameyosek	7820574/8/10R	
EPSB	JH	Kate Chegwin	3119 - 48 Street NW	Weinlos	8720244/27/123; 8720244/27/127MR	T **
EPSB	E	Keheewin	1910 - 105 Street NW	Keheewin	8720912/5/55SR	
EPSB	JH	Kenilworth	7005 - 89 Avenue NW	Kenilworth	2921MC/59/1	
EPSB	E	Kildare	7525 - 144 Avenue NW	Kildare	6097NY/10/R4, 1	*
EPSB	E/JH	Kim Hung	1950 Glastonbury Blvd NW T5T 7E9 Community mailbox	Granville	1621843/10/1MR	T
EPSB	E	King Edward	8530 - 101 Street NW	Strathcona	8922108/96/2SR	*
EPSB	E	Kirkness	610 Kirkness Road NW	Kirkness	8422617/101/110SR	
EPSB	JH	Kisêwâtisiwin (formerly Dan Knott)	1434 - 80 Street NW	Satoo	7621732/1/66R	
EPSB	E	Lago lindo	17303 - 95 Street NW	Lago Lindo	9220927/8/1MR	T
EPSB	E	Lansdowne	12323 - 51 Avenue NW	Lansdowne	2614RS/25/22	**
EPSB	E	LaPerle	18715 - 97A Avenue NW	LaPerle	8421364/53/72SR	
EPSB	E	Lee Ridge	440 Millbourne Road East NW	Lee Ridge	7520406/18/56R	
EPSB	E	Lendrum	11330 - 54 Avenue NW	Lendrum Place	0921224/10/4	
EPSB	SH	Lillian Osborne	2019 Leger Road NW	Leger	0922485/163/53	**
EPSB	E	Lorelei	16230 - 103 Street NW	Lorelei	7723013/31/32R; 7723013/31/33	**
EPSB	E	Lymburn	18710 - 72 Avenue NW	Lymburn	8122949/42/2MR; 8122949/42/1,B	T *
EPSB	SH	M.E. LaZerte	6804 - 144 Avenue NW	Kilkenny	5965NY/28/R2, R3; 6143NY/28/R3; 6143NY/28/C	**
EPSB	EJH	Major General Griesbach	304 Griesbach School Road NW	Griesbach	1023144/15/16SR	
EPSB	E	Malcolm Tweddle	2340 Millbourne Road West NW	Tweddle Place	7620041/42/51A	
EPSB	E	Malmo	4716 - 115 Street NW	Malmo	5591MC/21/27R	
EPSB	E/JH	Margaret Ann Amour	3815 Allan Drive SW	Ambleside	1320290/1/4MR	T
EPSB	JH	Mary Butterworth	16315 - 109 Street NW	Lorelei	7723013/34R; 7723013/35	**
EPSB	E	McKee	10725 - 51 Avenue NW	Empire Park	2978RS/C/2R; 2978RS/C/1	**

EPSB	E	McLeod	14807 - 59 Street NW	McLeod	6022NY/31/R8; 6721ET/H	**
EPSB	E	Menisa	933 Knottwood Road South NW	Menisa	8220662/27/78SR	
EPSB	E	Meyokumin	5703 - 19A Avenue NW	Meyokumin	7721181/14/30R; 7721181/14/31	**
EPSB	E	Meyonohk	1850 Lakewood Road South NW	Meyonohk	8122615/27/38SR	
EPSB	E	Michael A. Kostek	5303 - 190 Street NW	Jamison Place	9422193/33/79SR	
EPSB	JH	Michael Phair	9407 - 211 Street NW Community mailbox	Webber Greens	1224887/44/45MR	T
EPSB	E/JH	Michael Strembitsky	4110 Savaryn Dr SW	Summerside	1020498/32/187MR	
EPSB	E	Minchau	3615 Millwoods Road East NW	Minchau	8421332/36SR	
EPSB	E/JH	Nellie Carlson	4110 MacTaggart Drive NW	MacTaggart	0721307/2/57MR Portion of Lot	T
EPSB	E	Northmount	14020 - 88A Street NW	Northmount	6689NY/12/1R	
EPSB	E	Ormsby	6323 - 184 Street NW	Ormsby Place	8421523/16/20SR	
EPSB	JH	Ottewell	9435 - 73 Street NW	Ottewell	6450KS/24	
EPSB	E	Overlanders	1150 Hermitage Road NW	Overlanders	0226629/37/57SR	
EPSB	E	Patricia Heights	16216 - 78 Avenue NW	Patricia Heights	5405NY/12/16R	
EPSB	E	Pollard Meadows	1751 - 48 Street NW	Pollard Meadows	8420746/4/68SR; 8420746/4/67	**
EPSB	E	Richard Secord	4025 - 117 Street NW	Royal Gardens	3614NY/42/3R	
EPSB	E	Rideau Park	10605 - 42 Avenue NW	Rideau Park	7620833/11/39R	
EPSB	E	Rio Terrace	7608 - 154 Street NW	Rio Terrace	1534RS/6/4R; 6252KS/6/A	**
EPSB	JH	Riverbend	14820 - 53 Avenue NW	Brander Gardens	787TR/29/35R	
EPSB	E	Roberta MacAdams	975 Blackmud Creek Drive SW	Blackmud Creek	0224576/11/1MR	T
EPSB	JH	S. Bruce Smith	5545 - 184 Street NW	Dechene	8022546/26/24R, 25MR; OT-16-52-25-4	T
EPSB	E	Sakaw	5730 - 11A Avenue NW	Sakaw	7722530/23/R1	
EPSB	E	Satoo	8515 - 17 Avenue NW	Satoo	7621732/1/63R	
EPSB	E	Scott Robertson	13515 - 107 Street NW	Rosslyn	6490KS/22	
EPSB	E/JH	Shauna May Seneca School	2130 Wonnacott Way SW Community mailbox	Walker	1624327/9/1MR	T
EPSB	E	Sifton	4305 - 134 Avenue NW	Sifton Park	8021872/19/54SR	
EPSB	E	Soraya Hafez School (2020)	980 McConachie Blvd NW	McConachie	1525448/13/105MR and portion of 1224640/1/2	T
EPSB	JH	Steele Heights	14607 - 59 Street NW	McLeod	6022NY/31/R6; 4027TR/45/48; 6721ET/I	**
EPSB	E	Steinhauer	10717 - 32A Avenue NW	Steinhauer	8520675/8/19SR	
EPSB	E/JH	Stratford	8715 - 153 Street NW	Jasper Park	3547NY/15/1A	**
EPSB	E	Svend Hansen School	2130 - 16 Avenue NW T6T 2C1 Community mailbox	Laurel	1620504/1/1MR	T

EPSB	E	Sweet Grass	11351 - 31 Avenue NW	Sweetgrass	7922182/7/13SR	
EPSB	JH	T.D. Baker	1750 Millwoods Road East NW	Pollard Meadows	8420746/4/66SR	**
EPSB	CLOSED	Terrace Heights (Argyll Home Education Centre)	6859-100 Avenue NW	Terrace Heights	6083KS/16A/17R	
EPSB	JH	Thelma Chalifoux School (2020)	2845 - 43A Avenue	Larkspur	Portion of 9022833/8/8	T
EPSB	E	Thornccliffe	8215 - 175 Street NW	Thornccliffe	1139TR/7/43, 44R	*
EPSB	E	Tipaskan	1200 Lakewood Road North NW	Tipaskan	7820679/16/60R	
EPSB	E	Velma E. Baker	2845 - 43A Avenue NW	Larkspur	9022833/8/8	T
EPSB	JH	Vernon Barford	32 Fairway Drive NW	Aspen Gardens	4223NY/22/3R	
EPSB	E	Waverley	6825 - 89 Avenue NW	Kenilworth	2921MC/59/R1	
EPSB	E	Weinlos	2911 - 48 Street NW	Weinlos	8720244/27/126SR	
EPSB	E	Westbrook	11915 - 40 Avenue NW	Aspen Gardens	4223NY/22/1R	
EPSB	E	York	13915 - 61 Street NW	York	5777NY/4/R2	
EPSB	E	Youngstown	10330 - 163 Street NW	Brittania-Youngstown	4746KS/8/19	*
EPSB	E		3250 Cameron Heights Way NW	Cameron Heights	1221730/15/4MR	V
EPSB	SH		3804-139 Avenue NW	Clareview Town Centre	1025017/1/9	V
EPSB	E/JH		14816 - 129 Street NW	Cumberland	9722068/23/50MR	V
EPSB	SH		11520 - 153 Avenue NW	Dunluce	7521648/40/4	V
EPSB	E		16003-95 St NW	Eaux Claires	1223868/113/127MR	V
EPSB	E/JH	new K-9 school in Edgemont	8665 Edgemont Link NW	Edgemont (Edgemont)	Plan 2322737, Block 13, Lot 1MR	UC
EPSB	E/JH		319 - 83 Street SW	Ellerslie	0424436/14/116MR	V
EPSB	E/JH		1101 Grantham Dr NW	Glastonbury	0325230/10/87MR	V
EPSB	JH/SH	new Jr Sr High in Glenriding Hts	16520 Rabbit Hill Road SW	Glenriding Heights	2320071/2/2	V
EPSB	E		2305 Glenriding Boulevard SW	Glenriding Heights	1525393/10/80MR	V
EPSB	SH		2010 - 109 Street NW	Keheewin	8720395/1/12MR	V
EPSB	E		16003 - 77 Street NW	Mayliewan	0021663/55/1MR	V
EPSB	E/JH		924 Picard Drive NW	Potter Greens	9722568/7/1MR	V
EPSB	E/JH		485 Silver Berry Road NW	Silver Berry	0620516/8/100MR	V
EPSB	E/JH		1765 Tomlinson Common NW	Terwillegar Towne	0120455/35/15MR	V
EPSB	SH		365 Hemingway Road NW	The Hamptons	0825893/40/76MR	V
EPSB	E		3630 - 23 Street NW	Wild Rose	With the site unconsolidated the school would overlap 0123166/53/2MR; 0125334/53/3MR	V

Status

Please note: When the schools under construction are named they are placed into the alphabetical order of schools

* Site partially reserve and partially non-reserve
** Sites acquired by city on behalf of district
*** Land required for partners purchased by EPSB
T Title not yet transferred

S Surplus details pending

V Vacant and school ready

UA under assembly - funded

UC - school under construction

SCHEDULE “C”

MEMORANDUM

RE: FUTURE DISCUSSION OF DEMOLITIONS COSTS OF SCHOOL BUILDINGS

1. Words and phrases which are defined in the Edmonton Joint Use Agreement: Land to which this Schedule is attached shall have the same meanings when used in this Schedule unless otherwise provided herein or the context hereof otherwise requires.
2. The parties to the said Edmonton Joint Use Agreement: Land agree that the Steering Committee should be involved in discussions to determine whether and how the future cost of demolishing School Buildings on Surplus School Sites that are sold to another Board or the City pursuant to this Agreement should be dealt with.

[End of Memorandum]