

The top half of the page features a dark blue background with a complex, light blue geometric pattern. The pattern consists of multiple overlapping, nested shapes that resemble stylized chevrons or zig-zags, creating a sense of depth and movement. The lines are sharp and precise, forming a series of interlocking shapes that fill the upper portion of the page.

## **APPENDIX C**

### Annexation Agreement

THIS AGREEMENT first written as of the <sup>27</sup> \_\_\_\_\_ day of March 2026.

**BETWEEN:**

**TOWN OF STRATHMORE**

Being a municipal corporation in the Province of Alberta pursuant to the *Municipal Government Act*, R.S.A. 2000 Chapter M-26

(the "Town")

- and -

**WHEATLAND COUNTY**

Being a municipal corporation in the Province of Alberta pursuant to the *Municipal Government Act*, R.S.A. 2000 Chapter M-26

(the "County")

**ANNEXATION AGREEMENT**

**WHEREAS:**

- A. On July 8th, 2025, the Town gave notice to the County of the Town's intention to annex from the County approximately 198 hectares of land presently located within the boundaries of the County, pursuant to Section 116 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26. Through negotiations between the Town and the County, the proposed annexation area has been reduced to approximately 88.9 hectares (219.7 acres);
- B. Pursuant to Section 117 of the *Municipal Government Act*, the Town and the County met and conducted interest-based negotiations to resolve issues related to the proposed annexation as well as other issues of concern to one or both of the parties regarding the annexation of the subject lands;
- C. The Town and the County have now reached an agreement in respect of the proposed annexation and other matters and desire to document the settlement by way of a formal agreement;

**NOW THEREFORE** in consideration of the mutual obligations and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Town and the County hereby agree as follows

Part 1.0 Definitions

1.1 In this Agreement:

1.2 "Act" means the *Municipal Government Act*, RSA 2000, Chapter M-26 as amended or replaced;

- 1.3 "Agreement" means this Annexation Agreement including the above preamble and all schedules attached to it;
- 1.4 "Annexation" means the incorporation of the Annexation Territory within the boundaries of the Town;
- 1.5 "Annexation Application" means an annexation report filed by the Town with the LPRT pursuant to Section 118 of the Act, which forms the basis of the application pursuant to Section 119 (2) of the Act;
- 1.6 "Annexation Order" means the Order in Council by the Lieutenant Governor of Alberta authorizing the annexation of the Annexation Territory within the boundaries of the Town;
- 1.7 "Annexation Territory" means those lands located within the County shown in grey on the map attached hereto as Schedule "A-1" and legally described in Schedule "A-2" attached hereto;
- 1.8 "Chief Administrative Officer" or "CAO" means a person appointed to a position under section 205 of the Act, or their designate;
- 1.9 "County" means Wheatland County, a municipal corporation in the Province of Alberta or the area within the corporate limits of Wheatland County, as the context requires;
- 1.10 "Effective Date of Annexation" means the later of:
  - (a) the earliest date specified in the Annexation Order on which the Annexation is to be effective; or
  - (b) the date on which the Lieutenant Governor in Council of the Province of Alberta authorizes the Annexation;
- 1.11 "LPRT" means the Land and Property Rights Tribunal;
- 1.12 "Notice of Intention to Annex" means a notice issued by the Town to annex lands in accordance with Section 116 of the Act;
- 1.13 "Parties" means both the County and the Town, and "Party" means either the Town or the County as the context requires;
- 1.14 "Reserve" means those lands within the Annexation Territory which are designated municipal reserve, school reserve or municipal and school reserve as defined and referred to within the Act; and
- 1.15 "Town" means Town of Strathmore, a municipal corporation in the Province of Alberta or the area within the corporate limits of the Town of Strathmore, as the context requires.

## **Part 2.0 Purpose**

- 2.1 This Agreement between the Town and the County establishes:
  - (a) that the County supports the Annexation, and

- (b) the terms and conditions under which the Town and the County agree that the Annexation shall occur.

### **Part 3.0 Agreement by the Town and the County to Annexation**

3.1 The Parties specifically acknowledge and agree that:

- (a) the Town's Annexation Application is jointly agreed to by both the County and the Town;
- (b) the Town has prepared such reports and studies as the Town and the County agreed were necessary to support the Annexation before the LPRT in accordance with the Act and the principles of annexation previously established by the LPRT;
- (c) the Town prepared the report that describes the results of the negotiations and the certificate as required by Section 118 of the Act;
- (d) no later than March 31<sup>st</sup>, 2026, the County shall sign the report prepared by the Town or a certificate evidencing the County's support for the Town's annexation as provided for under Section 118 of the Act; and
- (e) the content of the Annexation Application and this Agreement reflect the results of the negotiation conducted between the parties and the approval of both Councils, as confirmed by the certificates executed by both the County and the Town pursuant to Section 118 of the Act and appended to the Town's Annexation Application.

3.2 The Town and the County agree that they shall:

- (a) make reasonable efforts to support the issuance of an Annexation Order by the Lieutenant Governor in Council pursuant to Section 125 of the Act, which incorporates the intent of the provisions of this Agreement;
- (b) support and recommend to the LPRT the matters set forth in this Agreement; and
- (c) provide all documentation and materials that may be required by the LPRT in support of the agreements set forth in Parts 3, 6, 7, 8, and 9 of this Agreement which are intended to form the recommendations of the LPRT to the Minister of Municipal Affairs in accordance with Section 120 or 123 of the Act.

3.3 In furtherance of attaining the objectives contained within this Agreement, both Parties agree to support the findings of the report submitted to the LPRT pursuant to Section 118 (2) of the Act, which form the basis of a recommendation to the Lieutenant Governor in Council for the requested Annexation Order, including but not limited to the following conditions:

- (a) upon the Effective Date of Annexation, the County shall transfer those lands within the Annexation Territory together with those roads located within the Annexation Territory as described in Part 6.0 to the Town as specified within this Agreement; and
- (b) lands within the Annexation Territory and assessable improvements thereon shall be levied on the assessed value of the property by the Town as specified within Part 9.0 of this Agreement.

#### **Part 4.0 Mutual Co-operation**

- 4.1 In reaching this Agreement, the Town and the County worked through interest-based negotiations to create a mutually beneficial arrangement which includes mutual cooperation forming the basis of the ongoing inter-municipal relationship.
- 4.2 The Town and the County shall use reasonable efforts and cooperate with one another to ensure that the terms and conditions of this Agreement are fulfilled.
- 4.3 "Reasonable efforts" and "cooperation" referenced in this Part 4.0 shall include, but shall not be limited to:
- (a) the Parties' provision of all information reasonably required by the other Party with respect to the Annexation of the Annexation Territory for submission to the LPRT or other government departments;
  - (b) written confirmation by the County to the LPRT that it is not opposing the Annexation;
  - (c) any further assistance that the Parties may reasonably request, including an appearance by the Town and the County before the LPRT for the purpose of confirming the terms, covenants and conditions contained within this Agreement to ensure a recommendation of approval of the Annexation by the LPRT and approval of the Annexation by the Lieutenant Governor in Council;
  - (d) the proper and timely implementation of the Annexation Order; and
  - (e) the proper and timely performance of all things required to give effect to this Agreement.
- 4.4 The Town and the County agree that they each shall bear their own costs incurred in relation to this Annexation, including the costs of negotiation, preparation of this Agreement and attendance at hearings before the LPRT, if any.
- 4.5 Upon approval by the County for substantial compliance with this Agreement (in both form and content), the Town agrees to file and present such reports and studies referenced in section 3.1 to support the Annexation before the LPRT in accordance with the Act and the principles of annexation previously established by the LPRT.
- 4.6 The Parties specifically acknowledge and agree that in the event the Lieutenant Governor in Council affects, alters, amends or in any way impacts the terms of this Agreement, this Agreement will continue to govern; however, the Parties shall, in good faith, enter into renewed negotiations with respect to the implementation of the Agreement to the extent that it is impacted by the Order of the Lieutenant Governor in Council.
- 4.7 The County shall provide to the Town the reasonable information requested by the Town with respect to the Annexation Territory to facilitate the orderly and efficient transfer of the jurisdiction and administration of the Annexation Territory following Annexation. For greater clarity, the County shall provide:
- (a) the information set out in Schedule "B" relating to the County's assessment and taxation files for the property contained in the Annexation Territory; and

(b) all subdivision, planning and development files for the property contained in the Annexation Territory.

4.8 The County shall provide the requested information as soon as practicable, and in any event no later than 60 days from the date of the written request by the Town.

4.9 The County shall provide the requested information at no extra cost to the Town.

#### **Part 5.0 County Owned Lands**

5.1 For those lands located within the Annexation Territory that receive subdivision approval prior to the effective date of annexation, the County shall ensure that the Town is made whole to all Reserves to which it is entitled through the subdivision process.

5.2 If the County's subdivision authority approves a subdivision which creates a Public Utility Lot within the Annexation Territory, the County shall work with the Town subsequent to this Agreement to ensure ownership is held by the Town after the Effective Date of Annexation.

#### **Part 6.0 Roads**

6.1 The Parties acknowledge and agree that the Annexation Territory includes the following roads, all of which are shown on the maps attached as Schedule "C":

(a) Range Road 254

(i) All of the government road allowance lying south of the boundary of the Town lying west of the NW 1/4 Section 9-24-25-W4M

(b) Township Road 242 and Highway 1

(i) All the government road allowance west of the boundary of the Town to the western limit of Range Road 254.

6.2 Upon the Effective Date of Annexation, the Town shall be responsible for the inspection, maintenance and repair of the roads identified in section 6.1 in accordance with all statutory and common law obligations.

#### **Part 7.0 Effective Date of Annexation**

7.1 The Town and the County agree that the Annexation should occur for all purposes as soon as possible following approval of the Annexation Order and that the Parties shall jointly request that the LPRT recommend that the Effective Date of Annexation no later than January 1, 2026.

**Part 8.0 Compensation Payable to the County**

8.1 Payment of Compensation - The Town shall pay the County the Compensation Amount in a single payment of \$15,500 within 60 days of receipt of the Order in Council approving the annexation.

**Part 9.0 Assessment and Taxation**

9.1 To minimize the taxation impacts on both County residents and business operations located within the Annexation Territory, the Parties have agreed to a number of objectives as set out in this Part 9.0.

9.2 For taxation purposes in the year of the Effective Date of Annexation and for twenty-nine (29) years thereafter, lands within the Annexation Territory and the assessable improvements to it, excluding linear property, shall be assessed by the Town on the same basis as if they had remained in the County.

9.3 For taxation purposes in the year of the Effective Date of Annexation and for twenty-nine (29) years thereafter, lands within the Annexation Territory and the assessable improvements to it, excluding linear property, shall be taxed by the Town using:

- (a) the municipal property tax rate established by the County, or
  - (b) the municipal property tax rate established by the Town,
- whichever is lower, for property of the same assessment class.

9.4 Where, in any taxation year, any parcel of land within the Annexation Territory:

- (a) is the subject of a subdivision or separation of title, whether by registered plan of subdivision, by instrument or any other method, whereby a new parcel of land is created (including the residual parcel) at the request of or on behalf of the landowner; or
- (b) is re-designated, at the request of or on behalf of the landowner, under the Town's Land Use Bylaw to another designation; or
- (c) is connected, at the request of or on behalf of the landowner, to the Town's water service or sewer service or both, (the "Triggering Event"),

Sections 9.2 and 9.3 cease to apply to that parcel of land and the assessable improvements to it at the end of that taxation year in which the Triggering Event occurred.

9.5 Designated Industrial Property as defined in section 284(1) (f.01) of the Act shall be assessed by the Provincial Assessor and levied by the Town on the same basis as other Designated Industrial Property within the Town.

**Part 10.0 Status of Past Agreement**

- 10.1 The Parties agree that there are no representations, warranties, or agreements, either written or oral, relating to the subject matter of this Agreement which:
- (a) are binding on the parties; and
  - (b) are not contained in or referred to in this Agreement.

**Part 11.0 Termination of Agreement**

- 11.1 This Agreement shall terminate and be of no force and effect upon the occurrence of any of the following events, whichever shall first occur:
- (a) the Town's withdrawal of its Annexation Application to the LPRT for annexation of the Annexation Territory;
  - (b) refusal of the Town's Annexation Application to annex the Annexation Territory by the Lieutenant Governor in Council; or
  - (c) upon the mutual consent by the Town and the County.

**Part 12.0 Notices**

- 12.1 Any notice required to be given under this Agreement shall be given in writing and delivered to:
- (a) in the case of the Town, to the Chief Administrative Officer; and
  - (b) in the case of the County, to the Chief Administrative Officer.

**Part 13.0 Dispute Resolution**

- 13.1 In the event of a dispute that arises from the implementation of this Agreement, the Parties shall follow the process outlined in Schedule "D" to resolve any disputes.

**Part 14.0 General**

- 14.1 Each of the Parties hereto shall at all times undertake all such further acts and execute and deliver all such further documents as shall be reasonably required to fully perform the terms and conditions of this Agreement.
- 14.2 The headings and paragraph numbers contained in the Agreement are for convenience and reference only and in no way define or limit the scope or intent of this Agreement or any provision of this Agreement.
- 14.3 This Agreement constitutes the entire Agreement of the Parties hereto with respect to the subject matter hereof, and this Agreement shall not be amended, modified, or discharged except by an instrument in writing executed under the authority of each of the Parties.

- 14.4 No waiver by or on behalf of either Party of any breach of the covenants or conditions contained in this Agreement shall take effect or be binding upon that Party unless the same be expressed in writing under the authority of that Party, and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other breach.
- 14.5 The preamble and Schedules listed below and attached to this Agreement form part of this Agreement.

Schedule A-1	Map of Annexation Territory
Schedule A-2	Legal Description of Annexation Territory
Schedule B	Required Assessment and Taxation Records
Schedule C	All Roads
Schedule D	Dispute Resolution

- 14.6 Nothing in this Agreement is intended to nor shall be construed as fettering or restricting the lawful authority of any board, tribunal, other quasi-judicial entity, or elected municipal Council (or member of the Council), in the exercise of discretion vested in it by law.
- 14.7 Time is of the essence in this Agreement.

[Signature page follows]

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

This Agreement dated and made effective on this 27 day of March, 2026.

**TOWN OF STRATHMORE**

Per: Sec. 20, ATIA  
Pat Fule, Mayor

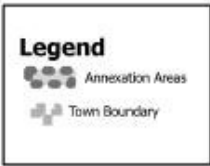
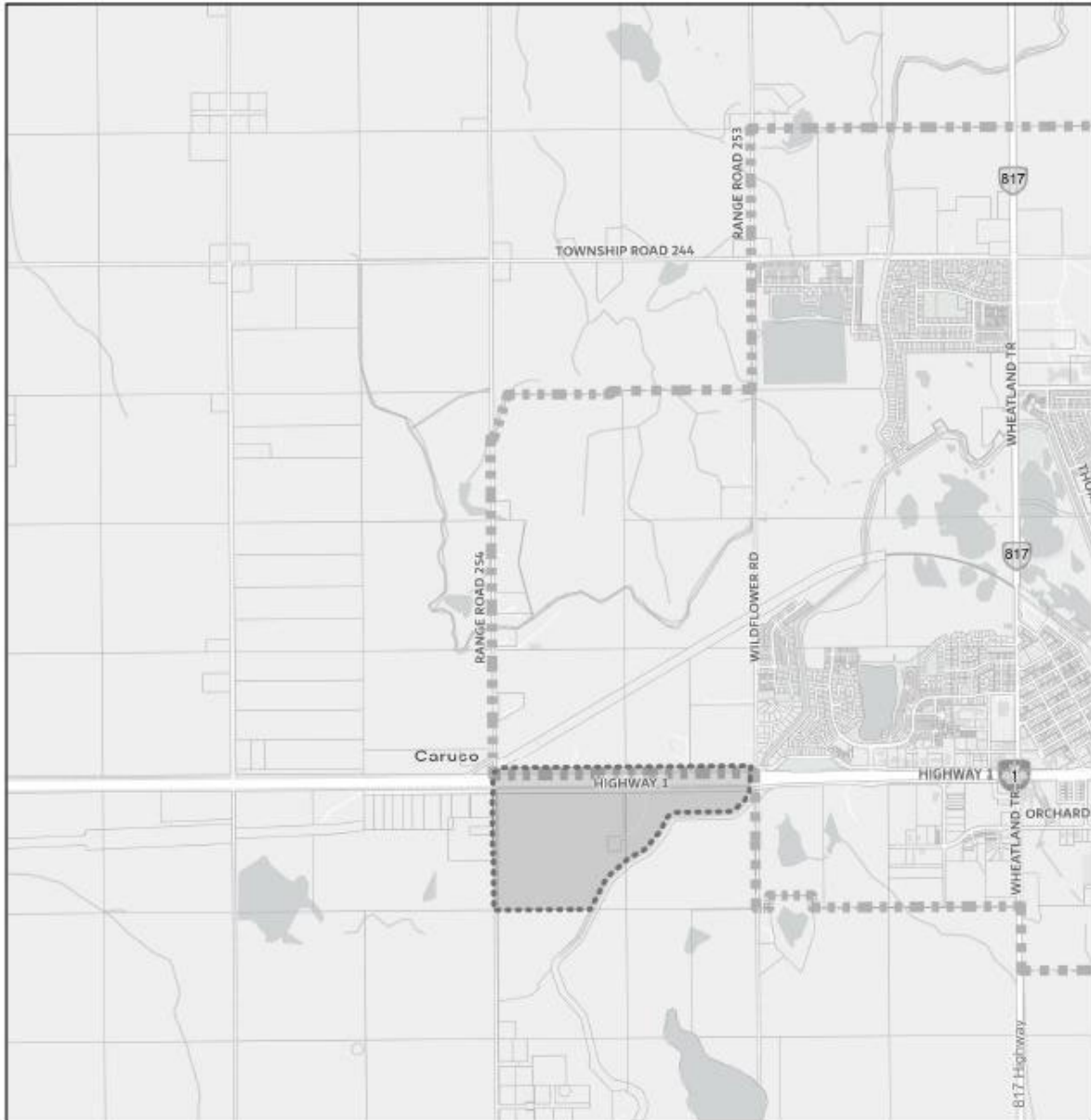
Per: Sec. 20, ATIA  
Kevin Scoble, CAO

**WHEATLAND COUNTY**

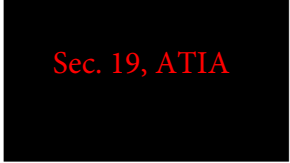
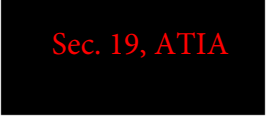
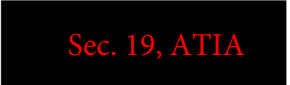
Per: Sec. 20, ATIA  
Scott Klassen, Reeve

Per: Sec. 20, ATIA  
Sherry Baers, CAO

# Schedule A-1 MAP OF ANNEXATION TERRITORY



**Schedule A-2**  
**LEGAL DESCRIPTION OF ANNEXATION TERRITORY**

	LEGAL LAND DESCRIPTION	LINC NUMBER	REGISTERED LANDOWNER
1	<p>THAT PORTION OF THE NORTHWEST QUARTER SECTION OF NINE (9) TOWNSHIP TWENTY-FOUR (24) RANGE TWENTY-FIVE (25) WEST OF THE FOURTH (4) MERIDIAN WHICH LIES SOUTH OF ROAD PLAN 8510132 AND NORTHWEST OF AREA 'H' ON PLAN 0212872. CONTAINING 52.88 HECTARES (130.67 ACRES) MORE OR LESS, EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.</p>	0038582772	 <p style="text-align: center; color: red;">Sec. 19, ATIA</p>
2	<p>THAT PORTION OF THE NORTHEAST QUARTER OF SECTION NINE (9) TOWNSHIP TWENTY-FOUR (24) RANGE TWENTY-FIVE (25) WEST OF THE FOURTH (4) MERIDIAN WHICH LIES SOUTH OF SERVICE ROAD ON PLAN 8510132 AND NORTH OF AREA 'J' ON PLAN 0212872. CONTAINING 14.060 HECTARES (34.74 ACRES) MORE OR LESS, EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.</p>	0029483435	 <p style="text-align: center; color: red;">Sec. 19, ATIA</p>
3	<p>BLOCK 1, PLAN 9210910, EXCEPTING THEREOUT ALL MINES AND MINERALS, AREA: 1.214 HECTARES (3.00 ACRES) MORE OR LESS</p>	0022479646	 <p style="text-align: center; color: red;">Sec. 19, ATIA</p>

## **Schedule B**

### **REQUIRED ASSESSMENT AND TAXATION RECORDS**

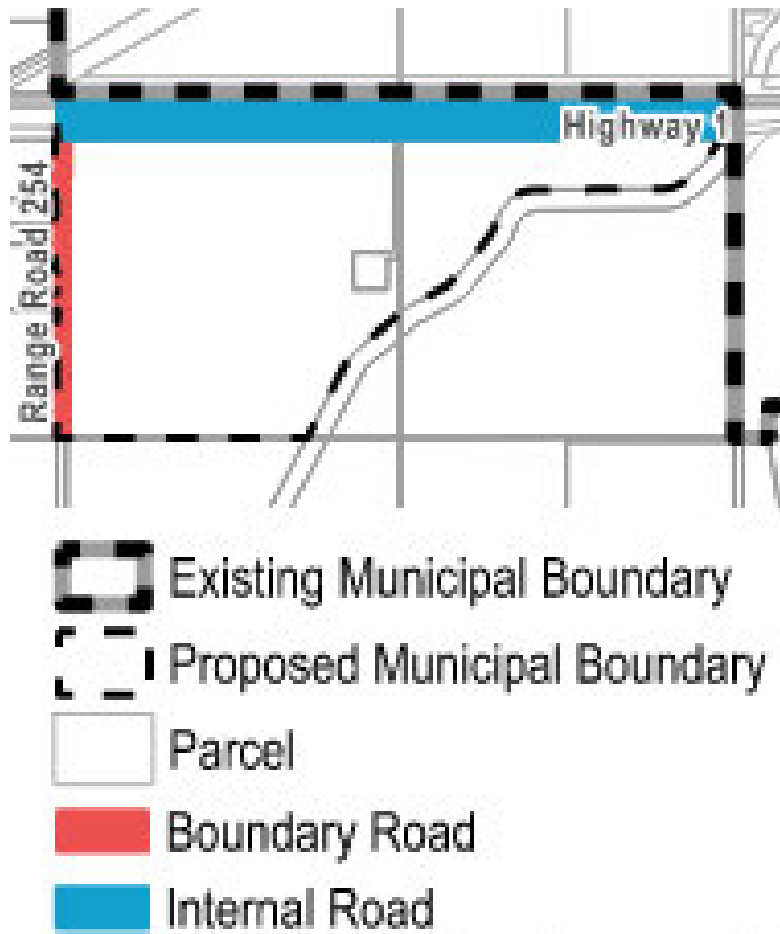
All assessment and taxation records in the possession of the County relating to the assessment of the Parcels described in A-2 including:

1. The current tax and assessment roll for the land within the Annexation Territory showing all detail required pursuant to Sections 303 and 304 of the Act.
2. Assessment roll complete with assessment summary page for each property assessable by municipality and province. Explanation of any codes used in the assessment roll or on the property record cards and other similar information.
3. Details of any linear, designated industrial properties and machinery and equipment assessments.
4. Details of equalized assessments necessary for the Town to calculate school tax rates.
5. All the above records and information shall be supplied as of the most recent completed assessment roll and tax year prior to the Effective Date of Annexation, shall be updated as of the Effective Date of Annexation or the date of assumption of responsibility for assessment by the Town, and shall be provided from time to time as necessary to permit the Town to comply with the terms and conditions of the Agreement, which this Schedule forms a part.
6. Details of any local improvement levies affecting the Annexation Territory including a copy of the bylaw, a copy of the borrowing bylaw and details, and the terms of the levy on each annexed parcel.
7. A copy of current property tax bylaws, tax penalty bylaws, policies, directives, and any amending bylaws in reference to assessment and taxation in the Annexation Territory.
8. A list of all properties subject to any grant, and copies of any agreements where grants-in-place of taxes is to be paid.
9. Copies of all combined tax and assessment notices of properties in the Annexation Territory that have tax arrears on them.
10. Copies of all payment agreements, and/or tax arrears payment agreements pertaining to all parcels in the Annexation Territory.

**SCHEDULE C  
ALL ROADS**

Roads to be annexed are shown in red in the figures below, in accordance with the textual descriptions in Part 6.

Figure 1: Township Road 242, Range Road 254, and Highway 1



## **SCHEDULE D DISPUTE RESOLUTION**

1. This Schedule “D” does not apply to section 4.6.
2. Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts as they arise between the Parties:
  - a. The County and the Town agree to utilize all reasonable efforts to resolve any dispute, whether arising during the term of this Agreement or at any time after its termination promptly and in an amiable manner by direct negotiations between the Parties;
  - b. The County and the Town shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and arbitration;
  - c. Initially, the dispute shall be referred to the respective CAOs. The CAOs shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration;
  - d. If a dispute cannot be resolved by the Parties by mutual agreement within a time period that is reasonably satisfactory to the Party raising the issue under consideration, either Party may submit the dispute for mediation. Either Party may, on notice to the other Party, request that mediation take place and the Parties shall together select a mediator whose qualifications are appropriate to the matter to be mediated. The mediator shall designate a place for a meeting by the mediator with representatives of the Parties. During the mediation process, no action will be taken by either Party to commence or continue legal or arbitration proceedings under this Agreement. The cost of the mediator will be equally shared by the Parties. Any mediation which takes place will be strictly confidential. No proposal or concession made by either Party in the course of mediation may be used by either Party in any subsequent proceedings. The mediator may not be called by either Party as a witness in any subsequent proceedings. Unless otherwise agreed to in writing, mediation will be in accordance with the most current procedures of the ADR Institute of Canada, Inc.
  - e. Should mediation fail to result in a resolution of the dispute between the Parties within fifteen (15) days after the Parties initially attempted to mediate the dispute, either Party may submit the dispute for binding arbitration as provided in Subsection (f) below;
  - f. Binding arbitration shall be conducted in accordance with the following terms:
    - i. The arbitration shall be carried out by a single arbitrator pursuant to the provisions of this Section;
    - ii. If the Parties are unable to agree on a single arbitrator, the Party desiring arbitration shall nominate one (1) arbitrator and shall notify the other Party in writing of the nomination. The notice shall set forth a brief description of

the matter submitted for arbitration. The other Party shall, within ten (10) days after receiving such notice, nominate an arbitrator and the two (2) arbitrators shall select a chairman of the arbitration tribunal to act jointly with them. The Parties will act reasonably and in good faith to select arbitrators who are objective and who are suitably qualified by education or professional experience to deal with the matters which are the subject of arbitration. If the nominated arbitrators are unable to agree on the selection of a chairman within ten (10) days after the second arbitrator is nominated, the Parties or either one of them may apply to the Alberta Court of Queen's Bench to have the chairman appointed;

- iii. If the Party receiving the notice of the nomination of an arbitrator by the Party desiring arbitration fails to nominate an arbitrator within ten (10) days of receipt of the nomination, then the arbitrator nominated by the Party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he or she shall think fit and his or her decision shall, subject to the provision of this Agreement, be binding upon the Parties;
  - iv. Any arbitration conducted pursuant to this Agreement shall take place in the Town and, subject to the provisions of this Agreement, the decision of the arbitrator or arbitrators and chairman as the case may be, or any of the two (2) of them, in writing, shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings but the arbitrator's or arbitrators' final determination of the issue shall be subject to ratification by the Parties' respective Councils. Any written award or decision of the arbitrator or arbitrators shall not repeat or recite any evidence which is proprietary or confidential to either Party;
  - v. The costs of arbitration shall be borne by the Parties as may be specified in the arbitrator's or arbitrators' decision; and
  - vi. Except as modified herein, the provisions of the **Arbitration Act**, R.S.A. 2000 c. A-43, as amended or replaced, shall govern the arbitration process.
3. Except for the purposes of preserving a limitation period or obtaining an appropriate interim order or remedy where reasonably necessary, unless otherwise agreed to by the parties in writing, it is a condition precedent to the bringing of any legal proceedings that the means or procedures in this Article have been used and followed in good faith.