

THIS AGREEMENT made as of this 28 day of August, A.D. 1989.  
BETWEEN

THE CITY OF EDMONTON  
(hereinafter referred to as "the City")

OF THE FIRST PART,

- and -

EDMONTON NORTHLANDS  
(hereinafter referred to as "Northlands")

OF THE SECOND PART.

**MASTER AGREEMENT**

WHEREAS Northlands was incorporated on the 15th day of April, A.D. 1908, for the purposes set out in its Memorandum of Association and to continue the work undertaken by two predecessor organizations, The Edmonton Agricultural Society and The Edmonton Industrial Exhibition Association;

AND WHEREAS, in accordance with its Memorandum of Association (hereinafter referred to as the "Memorandum") Northlands can and does operate premises licensed pursuant to the Liquor Control Act, Chapter L-17, R.S.A. 1980, and other facilities and undertakings of assistance to Northlands in pursuing its objects;

AND WHEREAS the Memorandum provides that the assets of Northlands may not be paid or distributed to the members of Northlands, who hold their shares for the benefit of the residents of Northern Alberta;

AND WHEREAS the City acknowledges that Northlands contributes invaluablely to the economic, social and cultural well-being of the residents of the City and of Northern Alberta and, accordingly, in the opinion of the Council of the City, the activities of Northlands are beneficial to the City;

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AND WHEREAS by a succession of agreements, the last of which agreements is dated the 30th day of January, 1969 (hereinafter referred to as the "Current Agreement"), the City has made available to Northlands certain lands for a consideration of One Dollar (\$1.00) per year and Northlands has erected thereon major improvements in order to conduct agricultural and trade shows and to provide entertainment and community services for the benefit of the residents of the City of Edmonton and the residents of Northern Alberta;

AND WHEREAS the Current Agreement was amended by the terms of an agreement between the City and Northlands dated the 25th day of July, 1974 (the Current Agreement as so amended being hereinafter referred to as the "Amended Current Agreement") to provide for the inclusion therein of the land legally described as Block 1A, Plan 3258 T.R. (upon which the Coliseum was constructed);

AND WHEREAS the parties hereto have determined to modify and update their respective roles in respect of the undertakings of Northlands in order to:

- (a) more accurately reflect their respective positions, contributions and responsibilities; and
- (b) restate the rights of the City as owner in fee simple of the lands and of the improvements which Northlands has constructed and installed on the lands, being the Demised Premises as defined in the Northlands Site Lease (hereinafter referred to as the "Demised Premises") and from which Northlands carries on its undertakings;

NOW THEREFORE, in consideration of the premises and of the covenants hereinafter set out, the parties agree each with the other as follows:

1. The rights and obligations of the parties hereto are set out in this Agreement (sometimes herein and elsewhere referred to as "the Master Agreement"), and in a lease agreement of even date (herein referred to as the "Northlands Site Lease"). Both of the aforementioned agreements must be executed and delivered before either of them can be operative. In the event of a conflict between the terms of the Master Agreement and the terms of the Northlands Site Lease, the provisions of the Master Agreement shall prevail.

2. Upon execution of the agreements referred to in paragraph 1 hereof, those agreements shall supersede and take the place of the Amended Current Agreement, but the tenancy and possession of the Demised Premises by Northlands shall be continuous and uninterrupted.

3. In light of the many time-consuming duties of the Office of the Mayor of the City, Northlands agrees that, in respect of any meeting of the Board of Directors or the Executive Committee of Northlands (as well as any other committee of Northlands of which the Mayor of the City may be a member), an official representative of the Mayor of the City may attend in his place, and may participate in discussion and debate, but shall not be entitled to make or second motions nor vote.

4. Northlands covenants and agrees that during the term of the Northlands Site Lease it shall appoint four Associate Directors pursuant to Article 53 of its Articles of Association (hereinafter referred to as the "Articles") upon their joint nomination by the Mayor of the City and the President of Northlands, and the parties agree that:

- (a) the Mayor and the President shall in good faith use their best efforts to jointly nominate not less than four (4) candidates;
- (b) the Mayor and the President shall use their best efforts to ensure that two (2) of the joint nominees be residents of the communities adjacent to the Demised Premises; and

- (c) In the event that the Mayor and the President fail to make a joint nomination pursuant to subparagraph (a) above, the matter shall be referable to arbitration pursuant to paragraph 35 hereof, and the decision of the arbitration board shall be deemed to be the said joint nomination.

5. Northlands covenants and agrees that, with respect to the directors and members of its Executive Committee designated by the City pursuant to the provisions of Articles 44 or 73 of the Articles, any person so designated, as certified by the Municipal Secretary of the City, shall be deemed to hold the office to which that person was designated. In addition, upon delivery to the Secretary of Northlands of written notification by the Municipal Secretary that any person designated by the Council of the City of Edmonton has been removed, the person so named shall forthwith be removed from such office. It is agreed that where the expression "Clerk of the City" is used in the Articles, it shall be deemed to mean the Municipal Secretary of the City.

6. Northlands covenants and agrees that, if legislation is amended or enacted which results in or requires the reincorporation or continuance of Northlands, or otherwise requires Northlands to reorganize or amend or replace its Memorandum or Articles, or if Northlands of its own volition chooses to amend or replace its Memorandum or Articles, then any new or amended provisions of the Memorandum or Articles or bylaws shall contain essentially the same provisions as the present Memorandum and Articles with respect to:

- (a) the objects for which Northlands will exist; and
- (b) quorums, conflicts of interest, and the representation of the City on the Board of Directors and Executive Committee as set forth in paragraph 4 above and the present Articles; and

(c) the not-for-profit nature of Northlands;

unless the City shall provide its prior consent in writing to any such new or amended provisions.

7. Northlands acknowledges and agrees that the City is not an "organization" contemplated in Article 107 of its Articles.

8. Northlands covenants and agrees that neither the Mayor of the City, his official representative pursuant to paragraph 3 of this Agreement, nor any person designated by the City as a member of the Board of Directors or the Executive Committee of Northlands shall be required to take an oath of confidentiality in respect of the affairs of Northlands, it being acknowledged by Northlands that such persons shall be under an obligation to provide information to the Mayor of the City, to the members of the Council of the City and to senior officials of the City. The City covenants and agrees to instruct its appointees on the Northlands Board of Directors and Executive Committee of their obligation to retain as confidential all information received respecting the affairs of Northlands, except for the purpose of carrying out their duty of reporting as aforesaid. The City further covenants and agrees to use its best efforts to require that its appointees on the Northlands Board of Directors and Executive Committee abide by the obligations set out in this paragraph.

9. Northlands covenants and agrees that it will:

- (a) maintain accurate accounting records and cause its annual financial statements to be prepared in accordance with generally accepted accounting principles as set forth in the Canadian Institute of Chartered Accountants Handbook, as amended from time to time;
- (b) engage the services of a firm of chartered accountants as auditors to examine and report on its annual financial statements; and

- (c) deliver copies of its annual audited financial statements and auditors' report to the Municipal Secretary of the City within thirty (30) days of their acceptance by the members of Northlands, and in any event not later than one hundred twenty (120) days after the fiscal year end.

10. Northlands agrees to formally submit to the City, for its information:

- (a) each annual capital budget; and
- (b) any long term or "master" plan;

within thirty (30) days of their adoption by Northlands' Board of Directors.

11. Northlands covenants and agrees not to proceed with:

- (a) the construction of any new or additional or expanded buildings or structures which construction would exceed a cost in any single instance of Two Hundred and Fifty Thousand Dollars (\$250,000.00) or be carried out over a time span exceeding one (1) year; and
- (b) the repair or alteration of any existing facilities which repair or alteration would exceed a cost in any single instance of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or be carried out over a time span exceeding one (1) year;

to which the City objects. If no written objection is received from the City within ninety (90) days of the formal submission by Northlands of a capital budget proposing such construction, repair, or alteration, or of a notice of like effect, it shall be conclusively presumed that the City has no objection.

12. Northlands covenants and agrees to deliver an accurate summary of its annual operating budget to the Municipal Secretary of the City within thirty (30) days of its adoption by Northlands' Board of Directors.

13. Northlands covenants and agrees that within thirty (30) days after its Annual General Meeting in each year, it will forward to the Municipal Secretary of the City written notification of the names of all Directors elected at that meeting and the composition of the Executive Committee, together with an updated written notification of the names and addresses of all Directors and the duration of their respective terms of office. Northlands further covenants and agrees to forward to the Municipal Secretary written notification of any other appointment to, or resignation from, the Board of Directors and the Executive Committee within thirty (30) days of Northlands receiving notice thereof.

14. Northlands covenants and agrees that it will not mortgage, charge or encumber any of the Demised Premises, nor will it mortgage, charge or encumber any interest in the Northlands Site Lease without the prior written consent of the City.

15. In the event that Northlands:

(a) ceases to operate;

(b) ceases to be entitled to carry on its undertakings; or

(c) makes an assignment for the benefit of creditors, or becomes bankrupt, or makes application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise, be taken with a view to the winding-up, dissolution or liquidation of Northlands; or

- (d) is in default of any of the terms or conditions of this Master Agreement and such default continues for forty five (45) days after written notice thereof is given by the City to Northlands;

then the City shall be entitled forthwith to terminate the Northlands Site Lease and this Master Agreement and to exercise any other remedies and rights available to it.

16. The parties acknowledge and agree that the City is the owner of the lands, improvements and fixtures comprising the Demised Premises. Upon the expiry or earlier termination of the Northlands Site Lease, Northlands shall forthwith transfer or quit claim, as may be appropriate, to the City, all of its right, title and interest in and to the land, improvements, and fixtures comprising or situated in or upon the Demised Premises; provided, however, that nothing in this Master Agreement or the Northlands Site Lease shall have the effect of making the City liable for any of the debts or liabilities of Northlands.

17. The City and Northlands acknowledge and agree that during the term of the Northlands Site Lease, Northlands is an occupant in possession of the Demised Premises in an official capacity on behalf of the City, for the purposes of Section 3(3)(a) of the Municipal Taxation Act, Chapter M-31, R.S.A. 1980 (hereinafter referred to as the "MTA").

18. From and after the 1st day of January, 1989, Northlands shall pay when due:

- (a) business licence fees to the City of Edmonton or an amount equivalent thereto, with respect to the operations of Northlands, for licences of general application to all other businesses or operations of a similar type or character;
- (b) any licence, charge, rate, tax or penalty levied by any level of



government, or authority thereof, senior to the City of Edmonton, with jurisdiction to levy such amounts;

- (c) local improvement charges levied against the Demised Premises or any other land or improvements owned by Northlands, with the exception of local improvement charges levied against the Demised Premises pursuant to Section 149(1)(c) (except curbing), (d), (l), (p), (q), (u) and (v) of the MTA;
- (d) any cost, rental, fee, charge, rate, levy, assessment or other amount provided for in the Northlands Site Lease or this Master Agreement;
- (e) subject to paragraphs 17 and 18(c) hereof, all taxes, including property taxes, local improvement charges, school taxes, frontage charges and any penalties thereon duly levied on the Demised Premises or any other land or improvements owned by Northlands, pursuant to the MTA or its successor or any other legislation;

and, except as enumerated above, the City covenants and agrees that with respect to the occupation or operations of Northlands upon the Demised Premises, Northlands shall not be called upon by the City to pay to the City any other rental, occupancy charge, rate, tax or special assessment, such other payments, if any, to be the responsibility of the City as Landlord, and the City hereby agrees to indemnify Northlands with respect to any such other sums that Northlands is required to pay.

19. In this paragraph, "Base Assessment" shall mean an assessment for municipal property taxes of the Demised Premises carried out on the following bases:

- (a) where a general liquor license is issued pursuant to the Liquor Control Act for the whole or part of an improvement, such as the

Agricom, the Grandstand or the Coliseum, but liquor service is only provided from or in some smaller portions of the improvement (notwithstanding that patrons may carry alcoholic beverages to other areas of the improvement such as the seating areas for consumption), the assessed value of the improvement shall be determined only with respect to that portion of the Demised Premises in or from which the alcohol is actually served or prepared for service;

- (b) where a liquor license is issued for a particular room or area, such as a dining room or lounge, the assessed value of the improvement shall be determined with respect to the entire licensed area;
- (c) the assessed value of the licensed premises shall be adjusted to reflect the fact that the licensed areas are not used every day of the year, by reducing the assessed value to the proportion that the number of days in the previous calendar year in which the licensed premises were used for service of liquor bears to the number of days that equivalent commercial licensed premises would be so used;
- (d) the assessed value of the licensed premises shall be further reduced proportionately to reflect the fact that the licensed premises of Northlands are not open for the same hours that equivalent commercial licensed premises would be open;
- (e) improvements for which an individual liquor permit or permits are or may be obtained by Northlands or a private group shall not be considered licensed for the purposes of this paragraph; and
- (f) the amount of taxes payable by reason of the Base Assessment in 1988 were One Hundred Two Thousand Nine Hundred Eighty Dollars and

Eighteen Cents (\$102,980.18), and the assessments in future years shall be prepared on a basis consistent with the Base Assessment.

If in any year after 1988, the property tax assessment on the Demised Premises which Northlands is required to pay pursuant to paragraph 18(e) hereof shall be prepared on a basis different from that of the Base Assessment, and the taxes payable shall, by reason thereof, exceed the amount of taxes which would be payable if the assessment for that year were prepared in accordance with the Base Assessment, then the City shall indemnify and reimburse Northlands for any taxes actually paid by Northlands in excess of the taxes which would have been payable under the principles of the Base Assessment; provided however that the obligation of the City to indemnify and reimburse Northlands pursuant to this paragraph shall not extend to any increase or excess taxation resulting from any cause other than a variation from the principles of the Base Assessment, including, without restricting the generality of the foregoing, any amendment to the MTA or regulations thereunder.

20. If in any year after 1988, for any reason:

- (i) Northlands is not liable to taxation pursuant to section 26 of the MTA, then Northlands shall pay to the City an amount equivalent to the taxes that would have been payable pursuant to section 26 if the Demised Premises had been assessed in accordance with the Base Assessment, and
- (ii) private businesses occupying office space in the proposed World Trade Showcase (or any similar facility) at arm's length from Northlands are not directly assessable for property tax and taxable under the MTA, then Northlands shall pay the City an amount equivalent to the property taxes that would have been payable by those businesses had they been directly assessable.

21. Notwithstanding anything in this Master Agreement or the Northlands Site Lease to the contrary, Northlands and the City acknowledge and agree that, as of December 31, 1988, Northlands is indebted to the City in the amount of One Hundred Fifty Five Thousand Seven Hundred Eighty Five Dollars and Forty Cents (\$155,785.40) for arrears of local improvement charges inclusive of interest and penalties, accrued to December 31, 1988 in respect of all properties legally or beneficially owned or leased by Northlands within the boundary (hereinafter referred to as the "ARPSA Boundary") of the Area Redevelopment Plan Study Area set out by the Council of the City on November 26, 1985 outlined on Schedule 1 hereto, and Northlands agrees to pay the same forthwith upon execution of this Agreement.

22. Northlands and the City acknowledge that the assessability of the Demised Premises and other properties legally or beneficially owned by Northlands within the ARPSA Boundary and the proper amount of the property tax assessment thereon, if any, for the years 1983 to 1988 inclusive have been the subject of dispute between the parties, and that appeals against the assessments made by the City Assessor for those years are currently pending before the City of Edmonton Court of Revision. The parties agree to resolve that dispute through the process provided by the MTA by requiring the Court of Revision to rule on the appeals. To that end, Northlands and the City hereby covenant and agree to use their best efforts to present and have the appeals heard by the Court of Revision and by any subsequent tribunal or Court as soon as reasonably possible. The City acknowledges that the proper property taxes for the years in question are as follows:

(a)	1983	\$ 54,105.82
(b)	1984	54,872.79
(c)	1985	60,191.26
(d)	1986	61,954.07
(e)	1987	87,921.36
(f)	1988	<u>102,980.18</u>
	TOTAL	<u>\$422,025.48</u>

The City and Northlands covenant and agree that at the said proceedings before the Court of Revision, they will each move the Court of Revision to determine the proper assessments such that the taxes payable will be in the amounts indicated above. The City further covenants and agrees that, if the Court of Revision or subsequent final decisions arrived at pursuant to the MTA should determine that the total amount of property taxes payable by Northlands in respect of the Demised Premises for the years 1983 to 1988 exceeds Four Hundred Twenty Two Thousand Twenty Five Dollars and Forty Eight Cents (\$422,025.48), then the City will receive and entertain in good faith an application by Northlands, pursuant to Section 106 of the MTA, for the cancellation of that part of the tax levy and penalties in excess of Four Hundred Twenty Two Thousand Twenty Five Dollars and Forty Eight Cents (\$422,025.48). The amount due shall be payable by Northlands in three (3) equal annual installments, the first one to be made upon the commencement date of the term of the Northlands Site Lease, and subsequent installments to be made on the first and second anniversary dates thereof, with no interest or penalties.

23. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed to affect any outstanding arrears in local improvement charges or property taxes or penalties assessed and paid or payable to the date hereof in respect of any lands or improvements legally or beneficially owned by Northlands outside the ARPSA Boundary.

24. The parties acknowledge that Northlands and the City have acquired certain parcels of land legally described on Schedule 2 hereto. The lands therein described acquired by Northlands shall, forthwith upon execution hereof, be transferred by Northlands to the City. With respect to the lands therein described acquired by the City, Northlands shall, forthwith upon execution hereof, execute and deliver to the City quit claims as to any beneficial interest therein. All such lands shall thereupon be deemed to be part of the Demised Premises. Northlands shall, forthwith upon execution hereof, consolidate the titles to lands described in Schedule 3, and the

City agrees to contribute any remaining open roadways and laneways at no capital cost to Northlands, provided that all disbursements, including legal fees of lawyers retained by Northlands, normally paid arising out of the closure and consolidation process shall be borne by Northlands.

25. Any expenses or costs incurred as a result of Northlands' obligations pursuant to paragraphs 24, 28, 29 and 31 hereof, including costs for preparation and registration of the transfer documents required, shall be the responsibility of Northlands, payable upon demand.

26. The parties acknowledge and agree that prior to or concurrently with the execution and delivery of this Agreement, the City is attending to registration of a road plan following the existing northern boundaries, excluding the bus terminal, of the roadway commonly known as Borden Park Road, and extension westward of that roadway to 79 Street, all at the expense of the City. Notwithstanding anything in this Agreement to the contrary, no property located within the boundaries of that road plan shall form a part of the Demised Premises.

27. The parties acknowledge and agree that a planning process is under way which is intended to result in the creation of an Area Redevelopment Plan for the Demised Premises and certain surrounding lands, and that as a result of that process, a precise definition of the final area to be occupied by Northlands will be available. Any lands which may be included in this final available area which are additional to the lands described in Schedule 3 are hereinafter referred to as the "Expansion Area".

28. Land owned by or held in trust for the parties in what is determined to be the Expansion Area shall be dealt with as follows:

- (a) lands legally and beneficially owned by the City of Edmonton as described in Schedule 4 shall continue to be legally and beneficially owned by the City of Edmonton;

(b) with respect to lands legally owned by the City but beneficially owned by Northlands as described in Schedule 5, Northlands shall forthwith after the approval of the Area Redevelopment Plan execute and deliver a quit claim of its beneficial interest to the City; and

(c) any lands beneficially owned by Northlands as described in Schedule 6 shall forthwith after the approval of the Area Redevelopment Plan be transferred to the City;

and thereupon any such lands shall be deemed included within the Demised Premises as defined in the Northlands Site Lease. Any lands owned by the City and described in Schedules 4 and 5 which are not included in the Expansion Area after the adoption of the Area Redevelopment Plan shall forthwith after such adoption be conveyed by the City to Northlands for One Dollar (\$1.00), provided that all 1989 and subsequent local improvement charges levied against such lands shall first be paid by Northlands.

29. Northlands may proceed to acquire further lands located within the Expansion Area, and upon so doing, shall transfer or cause to be transferred title to such lands to the City, whereupon such lands shall be deemed to be included within the Demised Premises.

30. Northlands acknowledges and agrees that all lands within the Expansion Area registered in the name of or held in trust for Northlands are held in trust by Northlands for the City.

31. Lands located within the Expansion Area shall be consolidated by Northlands within a reasonable time of acquisition thereof. Northlands shall apply to the City to close roadways and laneways for the purpose of facilitating the consolidation at no capital cost to Northlands, and the City shall use its best efforts to comply with such applications as soon as reasonably possible, provided that all disbursements, including legal fees

of lawyers retained by Northlands, normally paid arising out of the closure and consolidation process shall be paid by Northlands.

32. Northlands covenants and agrees that it will not buy, lease, renew any lease in respect of, or otherwise acquire, in its own name or in trust:

(a) any land outside the ARPSA Boundary; or

(b) any land in that portion of the North Cromdale which is bounded on the east by 79 Street, on the north by 114 Avenue, on the west by the Canadian National Railways right-of-way, and on the south by 112 Avenue and which is outside of the Expansion Area;

without the prior written consent of the City. If no written objection is received from the City within ninety (90) days of the formal submission by Northlands of a capital budget proposing such acquisition, or of a notice of like effect, it shall be conclusively presumed that the City has consented.

33. All lands to be transferred by Northlands to the City pursuant to the provisions hereof shall be free and clear of all mortgages, liens and encumbrances, save for any encumbrances arising out of utility installations.

34. The City and Northlands acknowledge that by the terms of an agreement in writing dated the 25th day of July, 1974 and made between the parties hereto, provision was made, inter alia, for the construction of a pedestrian bridge structure and the construction of an overpass for service vehicle access over 118 Avenue, joining Block A, Plan 2024 K.S. and Block 1A, Plan 3258 T.R. Such agreement further provided that ownership of these improvements was to be with Northlands for the term of that Agreement. The parties hereby acknowledge that ownership of such improvements is hereby vested in the City, and that such improvements shall be deemed to form part of the Demised Premises under the provisions of the



Northlands Site Lease, and that the use of and responsibility for the improvements shall be governed by that agreement.

35. Where, with respect to this Agreement, with the exception of paragraphs 6, 11, 27 and 32 hereof, a disagreement arises between the parties over the interpretation of any provision hereof, as to whether either party is in breach thereof, as to the manner in which any party has exercised any discretion, power of approval or right to consent, or as to any other dispute arising from the terms hereof, the issue, dispute or matter may be referred to arbitration, and the procedure to be followed with respect to such arbitration shall be as follows:

- (a) either party may at any time give written notice to the other party to arbitrate, specifying the matter or matters in dispute and advising such other party whether it is prepared to have the matter referred to a single arbitrator. If the parties can determine, within a period of ten (10) days from the service of such notice, that a single arbitrator shall be the sole arbitrator and such person is designated and agrees to act, then the matter shall be determined by such person as a sole arbitrator and the decision of such arbitrator shall be binding upon the parties hereto. In the event that either party is not prepared to have the matter resolved by a single arbitrator or fails to respond to the notice given or the parties cannot agree on the sole arbitrator, then each party shall have a further ten (10) days in which to appoint its own arbitrator and the two arbitrators so appointed shall nominate a third arbitrator who will act as chairman.
- (b) If either party fails to nominate an arbitrator in accordance with the foregoing, then the party who has named its arbitrator may apply to a Justice of the Court of Queen's Bench of Alberta upon notice to the other party, for the purpose of requesting the

appointment of an arbitrator to act as the nominee of the party who has failed to make its nomination.

- (c) In the event that the two arbitrators thus appointed fail to agree on a third arbitrator to act as chairman within ten (10) days of the appointment of the last of the two arbitrators, application may be made by either party, upon notice to the other, to a Justice of the Court of Queen's Bench of Alberta to appoint a third arbitrator to act as chairman of the arbitration board.
- (d) Where three arbitrators are appointed, the decision of two of the three arbitrators so appointed shall be binding upon the parties hereto where a majority decision is made and, in the event that no majority decision is reached for whatever reason, the decision of the chairman shall be binding upon the parties hereto.
- (e) The single arbitrator, or arbitration board as the case may be, shall not by its decision alter, amend or change the terms of this Master Agreement or the Northlands Site Lease.
- (f) The decision of the sole arbitrator or arbitration board as the case may be, shall be rendered within ninety (90) days of the board being constituted unless the City and Northlands shall mutually otherwise agree.
- (g) The expenses of the arbitration shall be borne by the party incurring them, except for the fees and expenses of the chairman, if any, which shall be borne equally by the City and Northlands, and the provisions of the Arbitration Act of Alberta with respect to the limitation of fees shall not be applicable thereto.
- (h) Except as otherwise provided herein, the provisions of the Arbitration Act of Alberta or any successor statute shall apply to any matter submitted to arbitration under the provisions hereof.

36. (a) Any condoning, excusing or overlooking by the City of any default, breach or non-observance of Northlands at any time or times in respect of any covenant, proviso or condition herein or in the Northlands Site Lease shall not operate as a waiver of the City's rights in respect of any subsequent default, breach or non-observance, nor so as to defeat or affect in any way the rights of the City in respect of any subsequent default, breach or non-observance of the same or any other condition, covenant or proviso.

(b) Any condoning, excusing or overlooking by Northlands of any default, breach or non-observance by the City at any time or times in respect of any covenant, proviso or condition herein or in the Northlands Site Lease shall not operate as a waiver of Northlands' rights herein in respect of any subsequent default, breach or non-observance, nor so as to defeat or affect in any way the rights of Northlands in respect of any subsequent default, breach or non-observance of the same or any other condition, covenant or proviso.

37. Except as otherwise expressly provided herein, the parties hereby release each other and confirm the settlement of any disputes presently existing between them regarding any breach or alleged breach of the Amended Current Agreement, including any liability or alleged liability of Northlands to pay outstanding property or other taxes or penalties, any liability for rental charges, any demand on the surplus or assets of Northlands and, generally, anything pleaded in Court of Queen's Bench of Alberta Action 8403 11560, which action the City covenants forthwith to discontinue without costs. Northlands hereby agrees to forego any claim it may have for costs in respect of the said action.

38. Should either party fail to pay to the other party any sum required to be paid under the provisions hereof, other than payment required

to be made pursuant to any statute or City bylaw, the party paying shall be liable to pay, in addition to the amount due, interest on all amounts overdue at a rate equal to the prime rate of interest charged by the Toronto-Dominion Bank, Main Branch, in Edmonton, Alberta, to its best corporate customers, such interest to commence thirty (30) days after the date upon which the payment was first due and payable.

39. The parties hereto covenant and agree to consult and co-operate in discharging their respective obligations to insure contained in the Northlands Site Lease with a view to maximizing the coverage and minimizing the costs thereof to the respective parties.

40. (a) Any notice, request or demand herein provided for or permitted shall be sufficiently given if personally served as follows:

(i) to the City:

c/o Municipal Secretary of the City of Edmonton  
6th Floor, Centennial Building  
10015 - 103 Avenue  
Edmonton, Alberta  
T5J 0H1  
(copy to the City Solicitor and the Mayor);

(ii) to Northlands:

c/o General Manager  
Edmonton Northlands  
7300 - 116 Avenue  
Edmonton, Alberta  
T5J 2N5  
(copy to the President).

- (b) Any party may, at any time, give notice in writing to the other of any change of address or officer and, after the giving of such notice, the address therein specified will be deemed to be the address of such party for the purpose of giving notices hereunder.

41. If any term or provision of this Master Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Master Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Master Agreement shall be enforceable to the fullest extent permitted by law.

42. Notwithstanding paragraph 41 hereof, in the event of any amendment to existing legislation or the enactment of new legislation which would have the effect of substantially altering or abrogating any of Northlands obligations pursuant to this Master Agreement or the Northlands Site Lease, the City may, upon the giving of one (1) year's written notice to Northlands, terminate both this Master Agreement and the Northlands Site Lease, without prejudice to any rights which may have accrued thereunder to the date of termination. This paragraph shall apply only to any legislation only affecting Northlands, and not to legislation of general application.

43. Upon termination by the City pursuant to paragraph 42 hereof, Northlands covenants and agrees that the City shall not be liable for any losses, costs, claims or expenses of whatsoever kind or description incurred or suffered by Northlands, including damages for the loss of the unexpired term of the Lease, as a result of the termination.

44. No alteration or modification of this Agreement shall be valid unless the same be in writing duly executed by both parties.

45. Wherever the singular and masculine or neuter are used throughout

this Agreement, they shall be construed as if the plural and feminine had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes thereby rendered necessary had been made.

46. This Agreement shall be binding upon the parties hereto and their respective successors. Neither party shall assign this agreement, in whole or in part, without the prior written consent of the other party.

47. Time shall be of the essence hereof.

48. This Agreement, the Northlands Site Lease, the several parking agreements set forth below, and the schedules thereto represent and contain the whole agreement between Northlands (or its predecessor organizations) and the City with regard to the matters dealt with herein and each party shall forever be estopped from asserting otherwise:

- (a) July 29, 1980 Parking Lease (Lots 2 to 6, Block 10, Plan 5850 R., Cromdale);
- (b) July 7, 1981 Parking Agreement (Borden Park); and
- (c) any encroachment agreements entered into by the parties.

49. Notwithstanding the adoption by the City of the said Area Redevelopment Plan, or any sale and transfer of any lands as contemplated herein, the provisions of this agreement shall not merge, and any covenants and agreements of any party hereto shall survive such sale and transfer.

50. This Agreement shall be binding upon the parties until the expiry or earlier termination of the Northlands Site Lease, or any renewal or extension term thereof, without prejudice to any rights or obligations accrued to the date of expiry or termination.


51. The parties acknowledge that a turnaround facility for public transit buses has been constructed adjacent to the southern boundary of the Demised Premises immediately north of the north boundary of Borden Park Road. The City acknowledges that it may become desirable or necessary in the future to change the location of this transit facility to accommodate changes made by Northlands on the Demised Premises. Northlands agrees to act reasonably in consulting with the City to maximize the quality of customer service and optimize traffic flow and safety factors arising out of any such relocation, and to negotiate with the City in respect of any costs incurred by reason of such relocation, including costs of demolishing, relocating, and constructing trolley structures, bus shelters, benches, signs, lighting, curbing, sidewalks, paving, and similar expenses.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their respective corporate seals, duly attested by the hands of their duly authorized officers in that behalf, on the day and in the month and in the year first above written.

A P P R O V E D

THE CITY OF EDMONTON

As to Form

  
City Solicitor

  
MAYOR

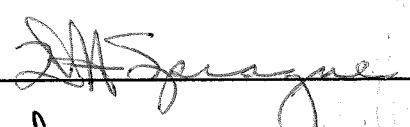
As to Content

  
Head of Department

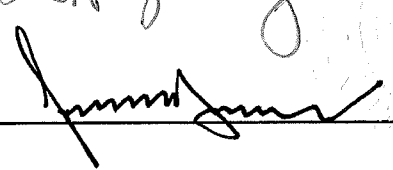
  
MUNICIPAL SECRETARY

EDMONTON NORTHLANDS

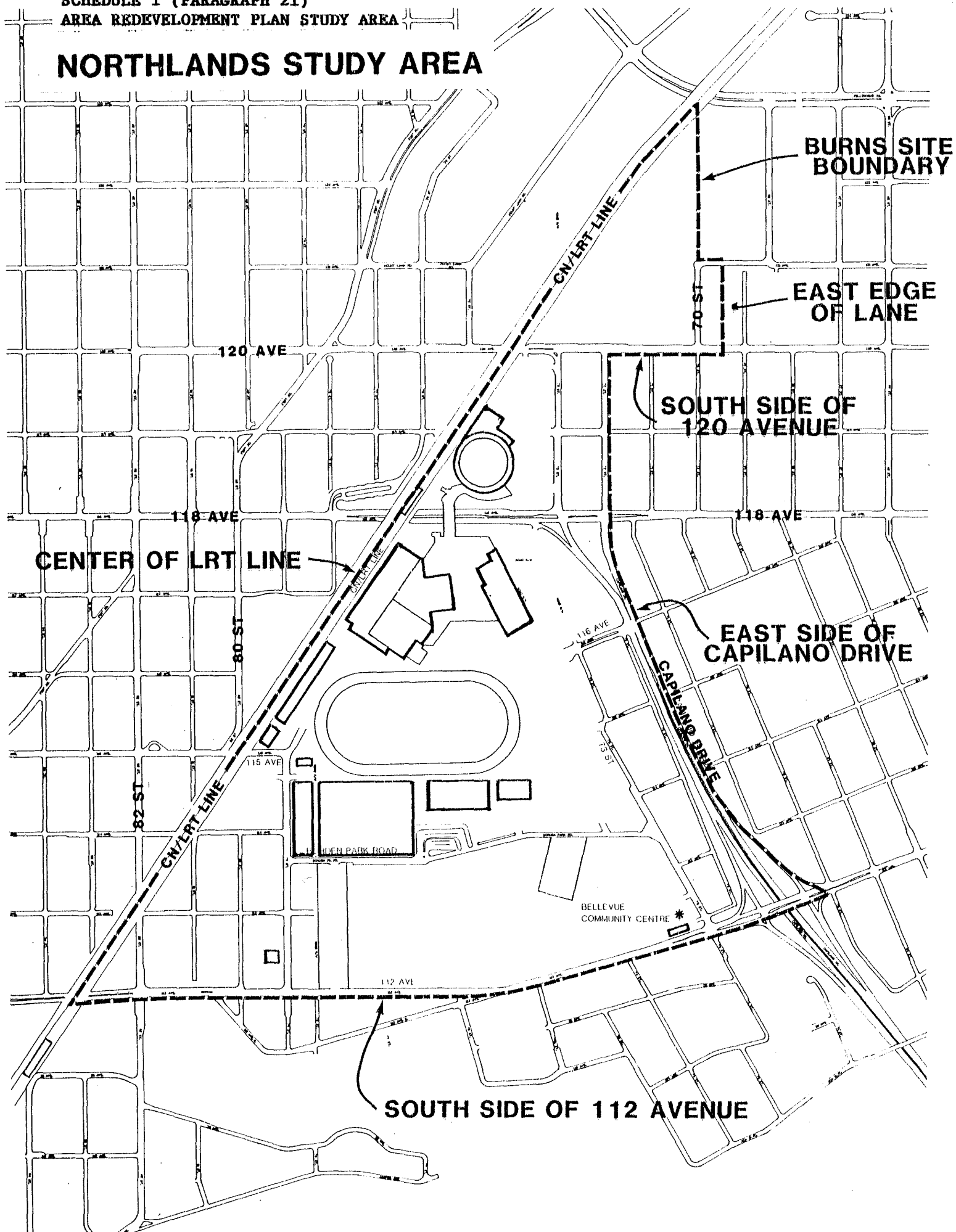
PER:

 President

PER:

 Gen Mgr.

# NORTHLANDS STUDY AREA





MASTER AGREEMENT  
SCHEDULE 2 (PARAGRAPH 24)  
NORTHLANDS' PROPERTIES WITHIN FENCE LINE

Properties to be Transferred

Plan 1188 H.W., Block 45, Lots 4 and 8  
Plan 2677 Q., Block 43, Lot 23  
Plan 1272 K.S., Block 43, Lot 18

Subject to any Reservation of Mines and Minerals on the Existing Titles

Properties to be Quit Claimed

Plan 1188 H.W., Block 45, Lots 3 and 9  
Plan 2677 Q., Block 43, Lots S1/2 19,20,21,22 and 24  
Plan 1272 K.S., Block 43, Lot 17

Subject to any Reservation of Mines and Minerals on the Existing Titles

MASTER AGREEMENT  
SCHEDULE 3 (PARAGRAPH 24)  
PART OF DEMISED PREMISES: MAIN GROUNDS

A. Original Grounds

Plan 2024 K.S., Block A, except Borden Park Road and Road Plan 3464 T.R., and Block D, Lot 1, and any portion of Block B north of Borden Park Road.

Subject to any Reservation of Mines and Minerals on the Existing Titles

B. Lands on West Side Incorporated in Main Grounds

Plan 5850 R., Block 10, Lots 1 and 7 to 11 S.E. of Block T, and Lots 12 to 16

Block 16, Lots 1 to 14 and 16 to 30, and lot 15 S.E. of Block T

Block 23, Lots 1 to 15

Block 24, Lots 11 (N 0.7 metres), 12, 13, 14 and 15.

Block X

All closed roads and lanes within and adjacent to the above blocks including without limitation:

Plan 5850 R., Block 10, Portion N/S lane lying SE of Block T,  
Certificate of Title #862095503

Plan 5850 R., portion 115 Avenue, Certificate of Title #822130875

Plan 5850 R., portion John (80) Street, Certificate of Title #822130875A

Plan 5850 R., Block 16, all of N/S lane, Certificate of Title #822130875B

Plan 2024 K.S. portion 78 Street, Certificate of Title #822130875C

Plan 5850 R., portion Spruce (114) Avenue, Certificate of Title #792303960

Plan 2024 K.S., portion 78 Street, Certificate of Title #802012668

Subject to any Reservation of Mines and Minerals on the Existing Titles

C. Lands on East Side Incorporated in Main Grounds

1. Plan 2677 Q, Block 43, Lots 15 and 16 West of Road Plan 762-1912 and  
Lots S 1/2 19 and 20 to 24,  
Block 47, Lots 1 to 10

2. Plan 1272 K.S., Block 43, Lots 17 and 18

3. Plan 1188 H.W., Block 43, Lot 14 West of Road Plan 762-1912.  
Block 44, Lots 22 and 23 West of Road Plan 762-1912.  
Block 45, Lots 20 to 30 West and South of Road Plan  
762-1912 and Lots 1 to 19  
Block 46, Lots 1 to 14  
Block 47, Lots 11 to 13

4. Plan 2330 A.W., Block 44, Lots 17 to 21 West of Road Plan 762-1912
5. All closed roads and lanes within or adjacent to the above blocks including without limitation:

Plan 762 1912, Portion of Capilano Freeway, Certificate of Title 832003375F

Plan 2330 A.W., Block 44, Portion NW/SE lane, Certificate of Title 822134103

Plan 2330 A.W., Block 44, Portion NW/SE lane, Certificate of Title 832003375

Plan 2677 Q., Portion 72 Street, Certificate of Title 832003375E

Plan 2677 Q., Portion of Todd (73) Street, Certificate of Title 832003375C

Plan 2677 Q., Block 43, All of NW/SE lane, Certificate of Title 832003375A

Plan 2677 Q., Portion Chown (116) Avenue, Certificate of Title 822134103D

Plan 1188 H.W., Block 44, All of NW/SE lane, Certificate of Title 832003375B

Plan 1188 H.W., Block 45, E/W lane West of Road Plan 762-1912, Certificate of Title 822134103A

Plan 1188 H.W., Block 46, Portion 74 Street, Certificate of Title 822134103C

Plan 1188 H.W., Block 47, All of lane, Certificate of Title 822134103F

Plan 1188 H.W., Unnamed Avenue (117 Avenue), Certificate of Title 822134103B

Plan 1188 H.W., portion 73 Street, Certificate of Title 832003375D

Plan 1188 H.W., Portion (116) Avenue, Certificate of Title 822134103E

Subject to any Reservation of Mines and Minerals on the Existing Titles

D. Coliseum Lands

1. Plan 3258 T.R., Block 1A

2. Plan XCVIII, Block 1, Lots 1, 2, 3, 28, 29, and 30 and closed portion of N/S lane, excepting Road Plan 1647 T.R.

Subject to any Reservation of Mines and Minerals on the Existing Titles

MASTER AGREEMENT  
SCHEDULE 4 (PARAGRAPH 28(a))  
LANDS ACQUIRED BY CITY IN ARPSA DUE TO CONSTRUCTION OF COLISEUM

Plan 5850 R.,   Block 24, Lot 9, E 20 feet of 4, 5, and 8, S 4.6 metres of  
                  Lot 10  
                  Block 25, Lot 11

Plan 2677 Q.,   Block 42, Lot N 1/2 17  
                  Block 41, Lots N 1/2 8 and 9  
                  Block 40, Lots N 1/2 1,2 and 26  
                  Block 39, Lot 10

Plan 2349 E.O., Block 40, Lots 27 and 28

Plan 319 E.O., Block 39, Lot A

Subject to any Reservation of Mines and Minerals on the Existing Titles

MASTER AGREEMENT  
SCHEDULE 5 (PARAGRAPH 28(b))  
LANDS HELD IN TRUST BY THE CITY

1. Plan 5850 R., Block 11, Lots 4, 6, 8, S 10 feet of 9, 16, 17, 18,19,  
S1/2 22, 23 and 24  
Block 15, Lots 6, N1/2 10, 11, 12, 15, 17, 21, and N1/2 22  
Block 24, Lots N1/2 7 and 8 (except E. 20 ft.)  
Block 25, Lot 10
2. Plan 2677 Q., Block 39, Lots 9 and 11  
Block 40, Lots S1/2 1,3,4,6,13,14,16, N 1/2 17,20,23 and  
24  
Block 41, Lots 6,10,17,18,19,20,21 and 24  
Block 42, Lots 3,7(except SE 7 feet), 8,10, S1/2  
17,18,19,21,22,23,24,26,28,29 and 30
3. Plan 1188 H.W., Block 42, Lots 12 and 13.
4. Plan 4797 H.W., Block 41, Lots 13 and 14
5. Plan 2349 E.O., Block 40, Lot 29
6. Plan 1746 A.J., Block 39, Lot E 1/2 5

Subject to any Reservation of Mines and Minerals on the Existing Titles

MASTER AGREEMENT  
SCHEDULE 6 (PARAGRAPH 28(c))  
LANDS OWNED BY NORTHLANDS

1. Plan 5850 R., Block 11, Lots 1,2,3,5,7,13,14,15,20,21, N1/2 22,25,26  
and N 1/2 27  
Block 15, Lots 1,2,3,4,5,7,8,9, S1/2 10 and 25  
Block 24, Lots 1,3,5(except E. 20 ft.), 6, and S1/2 7  
Block 25, Lots 13 and 14
2. Plan 2677 Q., Block 39, Lot 6  
Block 40, Lots 8,12,21 and 22  
Block 41, Lots 1,2,3,4,16,22,25,26,28,29 and 30  
Block 42, Lots 25 and 27
3. Plan 5242 A.P., Block 39, Lot 15
4. Plan 319 E.O., Lot C
5. Plan 1746 A.J., Block 39, Lot W1/2 5

Subject to any Reservation of Mines and Minerals on the Existing Titles