

## **OFFSITE LEVY PAYMENT AGREEMENT**

This Agreement made as of this 13 day of September, 2024

### **BETWEEN:**

**PARKLAND COUNTY,**  
a municipal corporation under the  
*Municipal Government Act of Alberta*  
(the "County")

OF THE FIRST PART

- and -

**NEW TESTAMENT BAPTIST CHURCH**  
26404 Highway 16 West  
Spruce Grove, AB T7X 3H5  
(the "Developer")

OF THE SECOND PART

### **WHEREAS:**

- a. The County and the Developer entered a Deferred Servicing and Off-Site Levy Payment Agreement on the 8<sup>th</sup> day of August, 2018 (the "Deferred Servicing Agreement");
- b. The Deferred Servicing Agreement required the Developer to pay off-site levies owing against the Lands upon a Triggering Event, as that term is defined in the Deferred Servicing Agreement;
- c. A Triggering Event occurred on June 10, 2024 by virtue of a Development Permit being conditionally approved by the County for the Lands and the off-site levies are now due and owing to the County; and
- d. The Developer wishes to enter a payment plan for the payment of the off-site levies currently owing against the Lands, to which the County has agreed.

THEREFORE, this Agreement witnesses as follows for and in consideration of the mutual agreement herein stated:

1. The Developer is the registered owner of lands within the County legally described as 0225318/1/3, W4-26-53-17-SE (the "Lands").

2. Pursuant to the Deferred Servicing Agreement and the County's Off-Site Levy Bylaw 2015-07, as amended, the Developer shall pay to the County the off-site levies owing against the Lands as of June 10, 2024, being \$322,588.78 (the "Offsite Levy").

3. The Developer agrees to pay the Offsite Levy in accordance with the following payment plan:

- a. No later than September 30, 2024, the Developer will pay to the County the amount of \$22,588.78 (the "Lump Sum Payment").
- b. Every year thereafter, no later than September 30, the Developer will pay to the County the amount of \$60,000.00 until such time as the Offsite Levy has been paid in full, with no interest applied to the principle.

4. Upon payment of the Lump Sum Payment, the Developer shall be permitted to obtain any necessary building permits relating to Development Permit PLDPR20240293 (the "Development Permit"). The entering into this Agreement does not, in any way, negate the terms and conditions outlined in the Development Permit and the Developer agrees to continue to abide by the terms outlined in the Development Permit.

5. That for better securing to the County the repayment of the Offsite Levy in the manner set out in section 3 of this Agreement and all other monies payable hereunder and secured hereby, including interest and solicitor-and-own-client full indemnity costs, to the extent that it is permitted under the Laws of the Province of Alberta, the Developer hereby charges in favour of the County, its estate and interest in the Lands. To the extent that it is permitted under the Laws of the Province of Alberta, this Agreement shall constitute a beneficial and legal charge against the Lands which the County shall be entitled to register on title to the Lands by way of caveat.

6. Notwithstanding section 3(b) of this Agreement, the Developer agrees that if sums payable under this Agreement are not paid to the County when due, the County may then demand immediate payment of the full amount then owing, plus interest thereon at the Prime rate and the County may take steps to realize upon its security against the Lands, as further set out in section 5 of this Agreement. If the County takes steps to enforce its security under this Agreement, it is entitled to recover its legal costs on a solicitor-and-own-client full indemnity basis.

- a. "Prime" means the annual variable rate of interest established and published by the Servus Credit Union as its referral rate for demand commercial transactions made in Canada and commonly referred to as such banks' prime rate of interest.

7. This Agreement does not replace or supersede the Deferred Servicing Agreement and is intended to supplement it. The terms and conditions outlined in the Deferred Servicing Agreement remain in full force and effect, except as otherwise amended by this Agreement.

8. A waiver by either party of the strict performance by the other of any covenant or provision of this Agreement shall not of itself constitute a waiver of any subsequent breach of such covenant or provisions, or of any other covenant, provision or term of this Agreement.

9. Both parties shall execute and deliver all further documents and assurances reasonably necessary to give effect to this Agreement and to discharge the respective obligations of the parties.

10. This Agreement shall be binding upon and shall enure to the benefit of the respective parties and their successors, successors-in-title, and assigns.

**PARKLAND COUNTY**

Per: *M. Denyer*

Per:

**NEW TESTAMENT BAPTIST CHURCH**

Per: *Brian Goldwell*

Per:






# Offsite Levy Payment Agreement (signed by Coldwell)

Final Audit Report

2024-09-16

Created:	2024-09-16
By:	Tabitha Prkusic (Tabitha.Prkusic@parklandcounty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVIEKhyT9_5sNcQZ9-6t5UQUogKj-l1zu

## "Offsite Levy Payment Agreement (signed by Coldwell)" History

-  Document created by Tabitha Prkusic (Tabitha.Prkusic@parklandcounty.com)  
2024-09-16 - 6:45:40 PM GMT
-  Document emailed to Nancy Domijan (nancy.domijan@parklandcounty.com) for signature  
2024-09-16 - 6:46:50 PM GMT
-  Email viewed by Nancy Domijan (nancy.domijan@parklandcounty.com)  
2024-09-16 - 7:01:11 PM GMT
-  Document e-signed by Nancy Domijan (nancy.domijan@parklandcounty.com)  
Signature Date: 2024-09-16 - 7:01:20 PM GMT - Time Source: server
-  Agreement completed.  
2024-09-16 - 7:01:20 PM GMT