



EID POLICY MANUAL

Lake Newell Reservoir Land Use Policy

Revised January 17, 2017

Table of Contents:**Page**

1.0	BACKGROUND	4
2.0	OVERARCHING PRINCIPLES.....	4
3.0	GUIDELINES	5
3.1	Land Use Maps	5
3.2	Natural State.....	5
3.3	Oil and Gas Developments	5
3.4	Setback Requirements	5
3.5	No Encroachments.....	5
3.6	Access and Use	6
3.7	Access and Use (Kinbrook Island Provincial Park)	6
3.8	Kinbrook Island Provincial Park and Other Campgrounds.....	6
3.9	Watercraft	6
3.10	Restrictions on Time of Use.....	6
3.11	Public Marina License.....	6
3.12	Soft Landscaping.....	6
3.13	Prevention of Invasive Species	6
3.14	Prohibition Against Sport Areas and Facilities	7
3.15	Commercial Uses	7
3.16	Sewage Facilities and Disposal.....	7
4.0	LICENSE AGREEMENT	7
4.1	Prohibition	7
4.2	"Development"	7
4.3	"Dock"	7
4.4	"Lot"	7
4.5	"Structure"	7
4.6	Who May Apply.....	7
4.7	Application	8
4.8	Report.....	8
4.9	Sole Discretion to Issue License Agreement.....	8
4.10	Specific Provisions Prevail	8
4.11	Landscaping	8
4.12	Personal Property or Fixtures.....	9
4.12.1	Small Fire Pit	9
4.12.2	Other Fire Pits.....	9
4.12.3	Temporary Placement of Personal Property	9
4.12.4	Electrical Wires.....	9
4.13	Placement and Removal of Personal Property.....	9
4.14	Temporary Dock and Boat Lift.....	10
4.15	Location of Temporary Dock or Boat Lift.....	10
4.16	No Concrete.....	10
4.17	License of Abutting EID Lands Only	10
4.18	Existing Compliance.....	11

Table of Contents cont'd:

Page

4.19	Mandatory Terms & Conditions	11
4.19.1	Invasive Species.....	11
4.19.2	Indemnity and Release	11
4.19.3	Insurance.....	11
4.19.4	No Pollutants.....	11
4.19.5	Emergency Right to Enter.....	11
4.19.6	License Agreement with Subsequent Owner or Lessee	11
4.19.7	Termination	12
5.0	SPECIFIC PROVISIONS APPLICABLE TO LAKE NEWELL RESORT	13
5.1	No Docks, etc.	13
5.2	Public Dock, etc.	13
5.3	Marina Lighthouse	13
5.4	Tennis and Beach Volleyball Courts	13
5.5	[deleted January 2017].	13
6.0	SPECIFIC PROVISIONS APPLICABLE TO KINBROOK ISLAND	13
6.1	[deleted January 2017].	13
6.2	Licenses to Lessees.....	13
6.3	Crown Approval.....	14
6.4	[deleted as per motion 2016-05-115].	14
6.5	Only Lessees May Apply	14
6.6	Definition.....	14
6.7	Transfer of Kinbrook Island Lease Agreement	14
7.0	SPECIFIC PROVISIONS APPLICABLE TO BANTRY BAY	14
7.1	Existing Encroachments.....	14
7.2	Additional Requirements for Application	16
7.3	Existing Encroachment Agreements.....	16
7.4	Landscaping and Non-Exclusive Use of EID Lands.....	16
7.5	[deleted January 2017]	17
7.6	Only Registered Owners May Apply	17
7.7	Stairs	17
7.8	Raised Borders, Concrete Pads, Fixtures and Personal Property	17
7.9	[deleted as per motion 2016-05-115].	17
7.10	Restrictive Covenants	17
7.11	Temporary Off-Season Storage of Docks and Lifts.....	17
7.12	Existing Concrete Docks.....	18
8.0	SPECIFIC PROVISIONS APPLICABLE TO NORTH HEADGATES	19
8.1	Landscaping, Fixtures, Personal Property, Docks or Boat Lifts	19
8.1.1	Limitations on Docks and Lifts	19
8.1.2	Transfer of North Headgates Lot Lease	19
8.1.3	Temporary Off-Season Storage of Docks and Lifts.....	19
8.2	Raw Water Supply	20

Table of Contents cont'd:**Page**

9.0	SPECIFIC PROVISIONS APPLICABLE TO GREENWALD INLET TO MAIN DAM.....	20
9.1	Landscaping, Fixtures and Personal Property Only.....	20
9.2	No Docks, etc.	20
10.0	SPECIFIC PROVISIONS APPLICABLE TO BANTRY BAY ESTATES	20
10.1	Landscaping, Fixtures and Personal Property Only.....	20
10.2	No Docks, etc.	21
11.0	GENERAL STANDARDS – DOCKS, BOAT LIFTS, EID LANDS AND LICENSE AGREEMENTS	21
11.1	Dock and Lift Standards	21
11.2	Mechanical Equipment	21
11.3	Potentially Harmful Substances	21
11.4	Duty to Restore EID Lands	21
11.5	Government Permits, etc.	21
11.6	Proper Installation and Maintenance.....	22
11.7	<i>[deleted as per motion 2016-05-115]</i>	22
11.8	Public Pedestrian Access and Use of EID Lands	22
11.9	Removal of Development.....	22
11.10	No Right to Impede or Interfere with EID or Emergency Services.....	22
11.11	Responsibility for Damage to EID Lands	22
11.12	Embankments, etc.	22
11.13	Taxes	22
11.14	Personal Use	22
11.15	No Interest in Land.....	22
11.16	EID's Right to Manage and Operate Irrigation Works	23
11.17	Public Pathway.....	23
12.0	INTERPRETATION, APPLICATION, ADMINISTRATION AND COMPLIANCE.....	23
12.1	General Power of General Manager	23
12.2	Power to Amend, Suspend, Revoke, etc.	23
12.3	Fees	23
12.4	Identification of Property.....	23
12.5	No Future License.....	23
12.6	Lake Newell Reservoir Land Use Policy Committee	23
12.7	Policy Amendment, Rescission or Replacement.....	24

PART 1.0 BACKGROUND

- 1.1 The Eastern Irrigation District ("EID") is an irrigation district established pursuant to the Irrigation Districts Act, RSA 2000, c I-11 as amended and owns, operates and maintains irrigation works, including irrigation works commonly known as "Lake Newell Reservoir".
- 1.2 EID has contractual and statutory obligations, among others, to convey and deliver water through the irrigation works of EID.
- 1.3 EID privately owns almost all of the lands occupied by Lake Newell Reservoir (submerged and dry shoreline lands), as shown within the white border on Schedule "A" ("EID Lands"). Some of the lands at or near Lake Newell Reservoir are owned by the Province of Alberta, such as lands within Kinbrook Island Provincial Park, the small original lake bed known as "Crooked Lake" and some road allowances, which are predominantly under the control of the County of Newell and leased by EID.
- 1.4 EID maintains ownership and control over EID Lands, including the dry shoreline lands, to ensure that EID can manage and operate Lake Newell Reservoir for agricultural irrigation purposes.

PART 2.0 OVERARCHING PRINCIPLES

- 2.1 The primary purpose of Lake Newell Reservoir is to serve as a water reservoir for irrigated agriculture. This primary purpose is paramount and takes precedence in every decision pertaining to the use and operation of Lake Newell Reservoir and to the uses, activities and developments on EID Lands.
- 2.2 Actual or proposed uses of Lake Newell Reservoir or EID Lands that impede or may impede EID's ability to operate Lake Newell Reservoir for its primary purpose are not allowed.
- 2.3 Subject to its primary purpose, EID operates Lake Newell Reservoir and EID Lands under a multi-use philosophy. This philosophy, within limitations, allows public access to and public benefit from the Lake Newell Reservoir and EID Lands for a variety of purposes including, in order of priority:
 - 2.3.1 Supplying water for irrigated agriculture;
 - 2.3.2 Supplying water for other approved purposes, including the region's potable water system;
 - 2.3.3 Research;
 - 2.3.4 Wildlife habitat and nature viewing;
 - 2.3.5 Hunting and fishing;
 - 2.3.6 Recreation and leisure pursuits;
 - 2.3.7 Campgrounds; and
 - 2.3.8 Amenity for adjacent residential development.

- 2.4 The application of the multi-use philosophy to Lake Newell Reservoir and EID Lands creates many public opportunities and benefits that would not otherwise be available in this area. By its nature, the multi-use philosophy may give rise to competing interests and conflicts. Where there is a conflict, uses will be prioritized in accordance with Section 2.3.
- 2.5 *[deleted January 2017]*
- 2.6 *[deleted January 2017]*
- 2.7 No new encroachments or uses are allowed, except as provided for in this Policy. Every license agreement issued after November 2, 2015 shall comply with this Policy.

PART 3.0 GUIDELINES

- 3.1 Land Use Maps** – The boundaries of EID Lands are delineated on Schedule A, the “Lake Newell Land Use Map”. The boundaries of the developments known as Lake Newell Resort, Kinbrook Island, Bantry Bay, North Headgates, Greenwald Inlet to Main Dam and Bantry Bay Estates are delineated on Schedules B, C, D, E, F and G being Land Use Maps for Lake Newell Resort, Kinbrook Island, Bantry Bay, North Headgates, Greenwald Inlet to Main Dam and Bantry Bay Estates. The Land Use Maps are a guide only. Where uncertainty exists regarding the location of boundaries on the Land Use Maps, the boundaries shall be determined in accordance with the registered plans of survey for the lands at the Land Titles Office (Alberta) and otherwise by EID records.
- 3.2 Natural State** – Other than as provided for in this Policy or as otherwise determined by EID, EID Lands will remain in a reasonably natural state, subject to erosion-control, irrigation works and other improvements specifically approved by EID, which measures or improvements will typically be for developing or enhancing the Reservoir and EID Lands to better serve the Reservoir’s primary purpose.
- 3.3 Oil and Gas Developments** – This Policy does not apply to or govern oil and gas developments or agreements.
- 3.4 Setback Requirements** – In the event of a proposed subdivision or other proposed change in ownership or control of lands in proximity to Lake Newell Reservoir, EID will consider such proposal by applying the guideline whereby EID will retain ownership and control of all lands within at least 100 meters of the Reservoir’s full supply level (“FSL”). The purposes for this buffer are broad and varied, and may change over time. These purposes include but are not limited to: (i) minimizing pollutants in surface and ground water that enter or could enter the Reservoir; (ii) providing freeboard to accommodate water level fluctuations in the Reservoir; (iii) providing space for access, maintenance and potential Reservoir expansion; (iv) containing Reservoir-related erosion and other damage within EID-owned lands; (v) providing a buffer space between the Reservoir and non-EID owners and uses; and (vi) providing space for temporary, public, pedestrian access along the shore of the Reservoir. In all cases, the width of the buffer is measured horizontally from FSL. It is recognized that the location of FSL on EID Lands can change due to various natural and man-made causes, such as construction, erosion and siltation.
- 3.5 No Encroachments** – Other than as specifically provided for in this Policy, no part of a structure or development on a neighbouring parcel of land shall encroach onto, under or over EID Lands. Other than as

specifically provided for in this Policy, no part of EID Lands can be used to fulfill or satisfy any part of a municipal, provincial, federal or other setback or separation that may be required for any structure, development or use on a neighbouring parcel of land.

- 3.6 Access and Use** – Where deemed practical by EID, temporary, public, pedestrian access will be allowed along the shoreline lands. Such access is always temporary and at the user's risk because actual or potential hazards may exist and may change from time to time without notice. In most areas, developed trails or pathways do not exist and where they do exist, they may contain hazards. Everyone who accesses EID Lands accepts liability for any damage they may cause themselves or others or loss they may occasion. Care must be taken to not damage, disturb or harm the water, land, vegetation, wildlife, livestock or improvements in the water or on EID Lands. Fires are not allowed, except in an EID-approved fire pit. Everyone who accesses EID-owned lands must properly remove everything brought onto those lands (garbage, pet waste, personal property, etc.).
- 3.7 Access and Use (Kinbrook Island Provincial Park)** – The Province of Alberta owns and operates Kinbrook Island Provincial Park, which includes a public boat launch, beach, swimming area and other amenities. EID will endeavor to enter into an agreement with the Province of Alberta wherein the Province of Alberta shall indemnify and save harmless EID, including its directors, officers, employees, agents and contractors, and release EID, including its directors, officers, employees, agents and contractors, from all claims, damages, and losses, including legal costs, arising from the use or development of EID Lands or state of EID Lands, including but not limited to bodily injury, death, and damage or loss to property.
- 3.8 Kinbrook Island Provincial Park and Other Campgrounds** – If specifically approved by resolution of EID Board of Directors, a license agreement may be entered into for purposes of developing, operating and maintaining Kinbrook Island Provincial Park campground and other facilities on EID Lands. Any other proposal or application for a campground on EID Lands shall be referred to EID Board of Directors for consideration. A resolution or license agreement under this Section 3.8 may modify, supersede or override provisions of this Policy.
- 3.9 Watercraft** – A person may, at their risk, temporarily (typically for not more than 4 hours) park their watercraft on the shoreline of Lake Newell Reservoir.
- 3.10 Restrictions on Time of Use** – No one, except a person having EID's express written permission, is allowed to be on EID Lands between sunset and the following sunrise except in an EID approved campground.
- 3.11 Public Marina License** – If specifically approved by resolution of EID Board of Directors, a license agreement may be entered into for purposes of developing, operating and maintaining one or more public marina facilities on EID Lands.
- 3.12 Soft Landscaping** – The primary purpose for Lake Newell Reservoir and EID Lands does not require and does not benefit from the type of landscaping improvements that are typically associated with residential yards. It is recognized that the owner of a residential property that abuts EID Lands may prefer that the immediately adjacent EID Lands be improved to a manicured turf standard typically associated with a privately-owned residential yard. In recognition, this Policy makes provision for some landscaping improvement of EID Lands.
- 3.13 Prevention of Invasive Species** – The spread of and negative aspects associated with invasive species is a significant concern to EID. It is important and desirable that everyone who accesses the Reservoir and EID

Lands understands this concern and takes the appropriate precautions to prevent the introduction or spread of invasive species into this area.

- 3.14 Prohibition Against Sport Areas and Facilities** – Unless specifically approved by resolution of EID Board of Directors and governed by a license agreement, no part of EID Lands may be developed or used for active sport or recreation purposes. Without restricting the generality of the foregoing, no part of EID Lands may be used for golf, ball sports, soccer, football, horseshoes or the like whether by an individual or group.
- 3.15 Commercial Uses** – Any proposal or application for a commercial facility, use or activity on EID Lands shall be referred to EID Board of Directors for consideration.
- 3.16 Sewage Facilities and Disposal** – In addition to meeting all applicable municipal, provincial and federal standards and requirements, it is the EID's preference that no septic tank nor any part of a septic field, other sewage disposal system or lagoon is located within 100 meters of an EID canal, drain or the Reservoir's FSL.

PART 4.0 LICENSE AGREEMENT

- 4.1 Prohibition** – Unless a person has a license agreement issued by EID, no person shall undertake any development on Lake Newell Reservoir or EID Lands.
- 4.2 "Development"** means (a) an excavation or stockpile and the creation of either of them; (b) a structure or an addition to, or replacement or repair of a structure; (c) a change of use of land or a structure or an act done in relation to land or a structure that results in or is likely to result in a change in the intensity of use of the land or structure; (d) fill placement; (e) dredging; (f) soft and hard landscaping; (g) placement of any personal property or fixture; and (h) any temporary or permanent alteration of land.
- 4.3 "Dock"** means a structure extending from land out over water which is used as a walkway for pedestrians and, when authorized by a license agreement issued pursuant to this Policy, may also be used as a landing or mooring place for boats and other watercraft.
- 4.4 "Lot"** means a parcel of land upon which any development, land use or use of a building complies with all applicable land use bylaws, municipal, provincial or federal statutes or regulations, development permits and subdivision approvals.
- 4.5 "Structure"** means anything constructed or erected with a fixed location on, under or above the ground, including but not limited to building, deck, eave, road, driveway, path, sidewalk, retaining wall, fence, dock, boat lift, storage tank, cistern, sewage treatment or disposal system, water drainage system, and underground irrigation system.
- 4.6 Who May Apply** – A person may apply for a license agreement provided that the person is an owner of a Lot that abuts EID Lands or the person is otherwise eligible to apply pursuant to a specific provision of this Policy.
- 4.6.1** In the event a corporation meets the eligibility requirements to apply for and enter into a license agreement, an officer of or solicitor for the corporation shall from time to time, upon request by EID, supply EID with current details as to the corporation's shareholders and shareholdings.

- 4.7 Application** – The applicant shall submit a detailed application as required by EID along with the prescribed fee or fees and a copy of any municipal application for a development permit (together, “complete application”).
- 4.8 Report** – As part of the application, EID may require the applicant to submit a report from a qualified person, as reasonably determined by EID, determining the potential impact of the proposed development on Lake Newell Reservoir, EID Lands and EID irrigation works, and recommendations to mitigate the impact of such development. The report may be required to include any or all of the following:
- 4.8.1 Geotechnical data on soil, slope and bank stability;
 - 4.8.2 Distance from the FSL;
 - 4.8.3 Potential and cumulative effect of the potential development on ground and surface water quality, and aquatic habitat, including an assessment of the risk of contamination; and
 - 4.8.4 Such other information, data and opinion as EID requires, in its own discretion.
- 4.9 Sole Discretion to Issue License Agreement** – Upon receipt of a complete application, EID may, in its sole discretion, issue a license agreement, subject to the terms and conditions set out in this Policy and such further and other terms and conditions as EID may consider appropriate.
- 4.10 Specific Provisions Prevail** – This Part is subject to any specific provisions enumerated by this Policy for Lake Newell Resort, Kinbrook Island, Bantry Bay, North Headgates, Greenwald Inlet to Main Dam and Bantry Bay Estates (a “specified area”). If there is any conflict between this Part and a Part for a specified area, the Part for the specified area shall prevail.
- 4.11 Landscaping** – Following receipt of a complete application, EID may, in its sole discretion, issue a license agreement to the owner of a lake-view Lot (a Lot that shares a common property boundary with EID Lands) to plant, install and maintain lawn grass, flowers, trees and/or shrubs including an underground irrigation system and landscaping elements on EID Lands, subject to the following:
- 4.11.1 The type, placement and number of trees, shrubs and flower beds must be compatible with the aesthetics of the neighbourhood and the demonstrated willingness of the applicant to care for such items. In particular, trees and shrubs should be spaced and planted individually or in small groupings so as not to significantly obstruct or detract from the view from any neighbouring lot. Nothing, other than lawn grass and the associated underground irrigation system, shall be planted, placed or maintained within 10 meters of the water’s edge at FSL.
 - 4.11.2 A landscaping-related license agreement will be restricted to minor contouring for drainage or soil stability purposes and to the addition of topsoil or small diameter gravel. No hard landscaping elements (concrete, wood, stone, metal, plastic, etc.) may be approved. No fence or other barrier, except for those installed or constructed by EID, may be installed on EID Lands. No raised borders (around landscaping or otherwise) are allowed. No vegetable garden or the like may be created, developed, maintained or exist on EID Lands. With EID’s express written permission, a drainage swale may be allowed in very limited situations and only where deemed necessary by EID. The person to whom a landscaping-related license agreement is given must, at all times, maintain such landscaping,

including the ground surface and all landscaping elements, in a proper, husband-like and safe manner and condition having regard to the actual and intended users and uses of such landscaping and ground surface.

4.12 Personal Property or Fixtures – Following receipt of a complete application, EID may, in its sole discretion, issue a license agreement to an owner of a lake-view Lot (a Lot that shares a common property boundary with EID Lands) that authorizes the placement of personal property or fixtures on EID Lands, subject to the following:

4.12.1 Small Fire Pit – A small fire pit may be approved, provided the licensee obtains and maintains in good standing any permit that may be required from any municipal, provincial or federal government or governmental agency and provided further that the fire pit is characterized as one that is readily and easily removable by an individual person, without the use of mechanical equipment, and that the placement, use and removal of the fire pit will not disturb or damage EID Lands. A non-combustible fire break must be maintained around the fire pit. The fire pit and surrounding area must be kept tidy and safe.

4.12.2 Other Fire Pits – Notwithstanding the provisions of Section 4.12.1, a license agreement may be entered into with the owner of a lake-view Lot for a fire pit that does not meet the requirements set out in Section 4.12.1 provided the licensee obtains and maintains in good standing any permit that may be required from any municipal, provincial or federal government or governmental agency and provided that such fire pit:

4.12.2.1 existed on EID Lands on November 2, 2015,

4.12.2.2 is in good repair and of acceptable quality and construction,

4.12.2.3 poses no greater safety or fire risk than a fire pit that meets the requirements set out in Section 4.12.1 (Small Fire Pit), and

4.12.2.4 is removed from EID Lands at the end of its useful life or sooner if requested by EID.

4.12.3 Temporary Placement of Personal Property – A license agreement may be entered into with the owner of a lake-view Lot to temporarily place items of personal property on EID Lands. Allowable items of personal property will typically be restricted to chairs and tables. Every item of personal property approved for placement on EID Lands must be such that it can easily and readily be removed from EID Lands by an individual person, without the use of mechanical equipment, and that the placement, use and removal of such item will not disturb or damage EID Lands.

4.12.4 Electrical Wires – EID prefers that no new electrical wires of any sort are installed under, on or above EID Lands. In the event that any boat lift or any existing piece of electrical equipment or fixture that is subject to a license agreement is served by electrical wires on EID Lands, the licensee must agree to ensure that all electrical equipment, including extension cords and other wiring, on EID Lands complies, at all times, with all applicable safety and electrical codes and requirements.

4.13 Placement and Removal of Personal Property – Nothing may be placed on EID Lands prior to April 15th of any year and all items must be removed from EID Lands by not later than October 15th in each year. This

provision does not apply to approved landscaping elements (grass, trees, shrubs, underground irrigation systems, etc.).

4.14 Temporary Dock and Boat Lift – Where allowed under this Policy, a maximum of one (1) temporary dock and up to two (2) temporary boat lifts will be allowed per residential Lot or per licensee, whichever is the lesser. The license agreement must be in the name of the registered owner of the residential Lot or a Kinbrook Island Lessee or other person authorized by this Policy to be a licensee. The dock, lift(s) and any watercraft using the dock or lift(s) must be owned, leased or rented by the licensee. The term of such agreement shall not be greater than three (3) years and, notwithstanding the maximum three-year term, every agreement issued shall have a common termination date of March 31st. Provided the licensee is in good standing with EID and otherwise meets the requirements of this Policy, subsequent license agreements may be entered into, at the sole discretion of EID.

4.14.1 Except as provided for in section 7.11 and section 8.1.3:

4.14.1.1 Every dock and lift must be removed from EID Lands by not later than the 15th day of October in each year and any disturbed or damaged area of EID Lands must be restored to EID's satisfaction at the licensee's cost.

4.14.1.2 No dock, lift or other material can be stored on EID Lands during the off-season.

4.14.2 No dock or lift can be placed on EID Lands unless and until a valid and subsisting license agreement is in force and, in any event, not earlier than the 15th day of April in any year. With the General Manager's express written approval, an individual dock may be shared amongst Kinbrook Island Lessees or amongst Bantry Bay land owners or, as provided for in Section 8.1.1, amongst North Headgates Lessees.

4.15 Location of Temporary Dock or Boat Lift – The General Manager will establish, and may change at his discretion, the location or locations where a temporary dock or boat lift may be placed on EID Lands and will allocate such location or locations, at his discretion, to individual licensees. Notwithstanding that a license agreement has been issued for a location, the General Manager may, at his discretion, assign a different location and require that the dock and boat lift(s) be moved to the newly assigned location. The designation or allocation of a location for a temporary dock or boat lift on EID Lands is made subject to the express provision that EID does not warrant that such location is appropriate or safe for use and occupancy by a licensee or a visitor (as defined by the Occupier's Liability Act). Every licensee shall, prior to using any portion of EID Lands, undertake a physical inspection of the location (all dry and submerged areas) and otherwise satisfy itself that the location is suitable, appropriate and safe for the licensee's purposes including any visitor. Further, every licensee shall ensure that every dock and boat lift, including all parts thereof, are wholly and completely contained within the boundary of the location as set out in the license agreement.

4.16 No Concrete – Notwithstanding the two (2) existing concrete docks adjacent to Bantry Bay, no concrete is allowed on EID Lands. All concrete must be removed and all disturbed areas must be restored to EID's satisfaction.

4.17 License of Abutting EID Lands Only – Except in relation to Kinbrook Island and to some dock locations, any license agreement issued by EID will be restricted to the area of EID Lands located between the privately owned residential Lot and the FSL of the Reservoir.

- 4.18 Existing Compliance** – An applicant must be in full compliance with all EID bylaws, policies, rules, regulations, permits and agreements and must otherwise be in good standing with the EID in order to be eligible to enter into a license agreement and to maintain the license agreement in force. For example, there can be no unauthorized use of land owned by EID and no unauthorized use or removal of water delivered or controlled by EID.
- 4.19 Mandatory Terms and Conditions** – Each license agreement shall and is deemed to incorporate the following terms and conditions:
- 4.19.1 Invasive Species** – The licensee shall educate and continually update himself or herself about invasive species and further shall strictly adhere to all requests from the EID and to all recommended practices with respect to inspecting for, preventing the spread of and eradicating such species.
- 4.19.2 Indemnity and Release** – The licensee shall indemnify and save harmless EID, including its directors, officers, employees, agents and contractors, and release EID, including its directors, officers, employees, agents and contractors, from all claims, damages, and losses, including legal costs, arising from the use or development of EID Lands or state of EID Lands, including but not limited to bodily injury, death, and damage or loss to property.
- 4.19.3 Insurance** – The licensee shall obtain and maintain in force personal liability insurance in an amount of not less than \$5,000,000.00 per occurrence (or such greater amount as the General Manager may require) for such perils as bodily injury, death, and property damage and loss on or arising from the licensed EID Lands, and any activity, use or development on the licensed EID Lands. The policy of insurance shall name EID as an additional insured as it relates to the negligent operations of the Named Insureds and contain such other provisions or endorsements as the General Manager may require.
- 4.19.4 No Pollutants** – No licensee or any other person on the licensee's lands shall knowingly release or permit the release of any substance into the environment or knowingly bring onto the licensee's lands any substance that may cause or threaten to cause an Adverse Effect on EID Lands, Lake Newell Reservoir, or water. In this Policy, "Adverse Effect" has the same meaning as defined in the Environmental Protection and Enhancement Act, RSA 2000, c E-12, or any successor legislation. This restriction on the use of licensee's lands is a restrictive covenant for the benefit of the EID Lands, wherein the EID Lands are the dominant tenement and the licensee's lands are the servient tenement.
- 4.19.5 Emergency Right to Enter** – In case of emergency as determined by EID, in its sole discretion, EID has the right to enter onto the licensee's lands to carry out any of the duties of the licensee, to prevent, stop or rectify any breach of the license agreement, or to prevent, stop or rectify any activity, development, or substance from causing or threatening to cause an Adverse Effect on EID Lands, Lake Newell Reservoir, or water. If the EID enters upon the licensee's lands pursuant to this paragraph, the EID will endeavour to provide notice to the licensee within five (5) business days after the date of entry.
- 4.19.6 License Agreement with Subsequent Owner or Lessee** – Except as provided in this Section 4.19.6, a license agreement cannot be transferred or assigned by the licensee.

4.19.6.1 A subsequent owner or lessee may obtain a license agreement in accordance with Section 6.7, Section 7.1.7 or Section 8.1.2.

4.19.6.2 In the event the owner of a residential Lot at Lake Newell Resort, who holds a valid and subsisting license agreement for landscaping under Section 4.11 and/or a license agreement for personal property or fixtures under Section 4.12 (the "Lake Newell Resort Licensee") intends to transfer ownership of such residential Lot, the Lake Newell Resort Licensee shall provide advance notice to EID of the impending transfer, including providing the transferee's name and contact information and the proposed transfer completion date. The Lake Newell Resort Licensee's license agreement(s) and liability insurance policy shall remain in force until: (a) the Lake Newell Resort Licensee's personal property and/or fixtures have been removed from EID Lands, the EID Lands have been restored to EID's satisfaction and the Lake Newell Resort Licensee's license agreement(s) have been cancelled by the Lake Newell Resort Licensee and EID, or (b) if the personal property and/or fixtures are being transferred to the transferee, the transfer of title to the Lake Newell Resort Licensee's residential Lot has been completed and the transferee has entered into a license agreement(s), as required, with EID. The General Manager may issue a license agreement(s) to the transferee upon payment of any required fees and upon the General Manager being satisfied that (i) the landscaping, personal property and/or fixtures that are subject to the license agreement(s) are in full compliance with each license agreement, (ii) there are no unauthorized uses, structures, fixtures, personal property or landscaping on the related EID Lands and (iii) the transferee is the registered owner of the applicable Lake Newell Resort residential Lot and is in good standing with EID.

4.19.7 Termination – A license agreement will automatically terminate, without notice, in the event of any of the following:

4.19.7.1 Except as provided in Section 7.1.7, there is any change in the registered owner of the residential Lot in the Bantry Bay subdivision, which is associated with a license agreement.

4.19.7.2 Except as provided in Section 6.7, the cottage lot lease, assignment agreement or leasehold title for the residential lot at Kinbrook Island Provincial Park, which lot is associated with the license agreement, expires, is terminated, cancelled, voided, transferred, or assigned.

4.19.7.3 Except as provided in Section 4.19.6.2, there is any change in the registered owner of the residential Lot in the Lake Newell Resort subdivision, which is associated with a license agreement.

4.19.7.4 Except as provided in Section 8.1.2, the lot lease for the residential lot at the North Headgates residential area, which lot is associated with the license agreement, expires, is terminated, cancelled, voided, transferred, or assigned.

4.19.7.5 The boat dock or any boat lift, including the use of the boat dock or lift, contravenes this Policy or the license agreement.

4.19.7.6 The licensee fails to obtain and maintain in good standing any government license or permit that may be required.

4.19.7.7 The licensee fails to obtain and keep in force any policy of insurance that may be required.

4.19.7.8 If the licensee is a corporation, an assignment of the license agreement is deemed to have occurred upon any merger, amalgamation, consolidation or acquisition of the corporation with, by or into another corporation; upon any transfer of shares of the corporation, upon the issuance of additional shares or upon any other change in the ownership of the corporation. A license agreement will automatically terminate, without notice, upon any actual or purported transfer or assignment or deemed assignment.

4.19.7.9 *[deleted January 2017]*

PART 5.0 SPECIFIC PROVISIONS APPLICABLE TO LAKE NEWELL RESORT

5.1 No Docks, etc. – No boat dock, other type of dock, boat lift, swimming platform or similar item shall be allowed on EID Lands or Lake Newell Reservoir at or adjacent to Lake Newell Resort.

5.2 Public Dock, etc. – Notwithstanding Section 5.1, a license agreement may be entered into with a condominium corporation, as licensee, at Lake Newell Resort for a public swimming platform and/or a public, day use, boat dock facility, provided the licensee obtains and maintains in force comprehensive general liability insurance in an amount of not less than \$10,000,000.00 per occurrence and such license agreement meets the other applicable license agreement requirements, as set out in this Policy.

5.3 Marina Lighthouse – A license agreement may be entered into for the Lake Newell Resort Marina lighthouse that exists on EID Lands on November 2, 2015 provided the licensee obtains and maintains in force comprehensive general liability insurance in an amount of not less than \$5,000,000.00 per occurrence and such license agreement meets the other applicable license agreement requirements, as set out in this Policy.

5.4 Tennis and Beach Volleyball Courts – Subject to being approved by resolution of the EID Board of Directors, a license agreement may be entered into for the portion of the tennis court and the beach volleyball court that exists on EID Lands on November 2, 2015, provided the licensee obtains and maintains in force comprehensive general liability insurance in an amount of not less than \$5,000,000.00 per occurrence and such license agreement meets the other applicable license agreement requirements, as set out in this Policy.

5.5 *[deleted January 2017]*

PART 6.0 SPECIFIC PROVISIONS APPLICABLE TO KINBROOK ISLAND

6.1 *[deleted January 2017]*

6.2 Licenses to Lessees – EID may, pursuant to the provisions of this Policy, consider entering into a license agreement for a temporary dock and up to two (2) temporary boat lifts with each person who is a Kinbrook Island Lessee. This provision is restricted to the fifty seven (57) residential lots that existed at Kinbrook Island Provincial Park on November 2, 2015 and that are identified on the plan of survey registered as number 931 0131.

- 6.3 Crown Approval** – Prior to the issuance of a license agreement, the Kinbrook Island Lessee must provide EID with satisfactory evidence confirming that Alberta Environment and Parks (or the provincial department responsible for Kinbrook Island Provincial Park) consents, in writing, to (i) the construction, maintenance and use of a temporary dock and/or temporary boat lift(s) at Kinbrook Island Provincial Park by the Kinbrook Island Lessee in accordance with the license agreement, and (ii) EID, its agents or employees entering onto any Crown lands within Kinbrook Island Provincial Park for the purposes of monitoring, inspecting, administering and enforcing this Policy and any license agreement. No license Agreement is valid without such written consent.
- 6.4** *[deleted as per motion 2016-05-115]*
- 6.5 Only Lessees May Apply** – No one, other than a Kinbrook Island Lessee, is eligible to apply for or obtain a license agreement for a dock or boat lift at Kinbrook Island Provincial Park. A license agreement shall not be entered into with any other person.
- 6.6 Definition** – For the purposes of this Policy, “Kinbrook Island Lessee” means a person, corporation or other entity that holds either (i) a valid and subsisting leasehold interest in land for which a certificate of title for the leasehold estate has been issued, or (ii) a valid and subsisting cottage lot lease or assignment agreement for lands within Kinbrook Island Provincial Park.
- 6.7 Transfer of Kinbrook Island Lease Agreement** – Notwithstanding Section 6.5 or Section 4.19.7.2, in the event a Kinbrook Island Lessee, who holds a valid and subsisting license agreement for a dock or a dock and boat lift(s) with EID (the “Kinbrook Island Licensee”), intends to transfer the Kinbrook Island Licensee’s leasehold interest, cottage lot lease or assignment agreement for lands within Kinbrook Island Provincial Park, such Kinbrook Island Licensee shall provide advance notice to EID of the impending transfer, including providing the transferee’s name and contact information and the proposed transfer completion date. The Kinbrook Island Licensee’s license agreement and liability insurance policy shall remain in force until: (a) the Kinbrook Island Licensee’s dock or dock and boat lift(s) have been removed from the EID Lands, EID Lands have been restored to EID’s satisfaction, and the license agreement has been cancelled by the Kinbrook Island Licensee and EID, or (b) if the dock or dock and boat lift(s) are being transferred to the transferee, the transfer of the Kinbrook Island Licensee’s leasehold interest, cottage lot lease or assignment agreement has been completed and the transferee has entered into a license agreement with the EID for the dock or dock and boat lift(s). The General Manager may issue a license agreement to the transferee upon payment of any required fees and upon the General Manager being satisfied that (i) the existing dock or dock and boat lift(s), that are subject to the license agreement, are in full compliance with the license agreement, (ii) there are no unauthorized uses, structures, fixtures, personal property or landscaping on the related EID Lands and (iii) the transferee is the registered owner or assignee of the applicable leasehold interest, cottage lot lease or assignment agreement for lands within Kinbrook Island Provincial Park and is in good standing with EID.

PART 7.0 SPECIFIC PROVISIONS APPLICABLE TO BANTRY BAY

- 7.1 Existing Encroachments** – A registered owner of one of the twelve (12) existing residential Lots within the Bantary Bay residential subdivision may apply to EID, pursuant to the provisions of this Policy, for a license agreement for the portion of a residential building, including appurtenances such as roof eaves, steps, patios, decks and sidewalks, that was located on EID Lands as of November 2, 2015. Such license agreement may include other structures that are currently or were previously included in a signed encroachment agreement

provided such structure is in close proximity and integral to the residence. In addition to the actual footprint of the structure and any cantilever or overhang, the license agreement may include provision for occasional access to the area of EID Lands immediately adjacent to the structure as may reasonably be required for purposes of servicing the structure (such servicing may include window cleaning, painting, leaning a ladder, minor and routine maintenance, and other purposes as approved by EID.). The purpose of such a license agreement is to allow an existing structure to remain on EID Lands and/or within any setback distance from EID Lands, in its present form and location, for the remainder of its useful life. At the end of its useful life, the licensee shall remove the existing structure and restore EID Lands to the satisfaction of EID, at the licensee's sole cost.

- 7.1.1 No new or enlarged structure or development will be constructed or placed on the EID Lands. Further, the EID Lands shall not be used for any setback (such as those set out in any land use bylaw or municipal, provincial or federal regulation) or any other requirement necessary for a new or enlarged structure or development to be constructed or placed on the licensee's lands.
- 7.1.2 For purposes of this Part, Structural Building Component means and includes (i) footings, (ii) foundation, (iii) floor framing including joists, trusses and beams, (iv) exterior wall framing, and (v) roof framing including eaves and trusses. No Structural Building Component, including all parts thereof, located on or within the setback distance from EID Lands, will be replaced, added to or enlarged in any way whatsoever. Maintenance work may be completed on a Structural Building Component provided such work is only for the purpose of protecting the structural integrity of the Structural Building Component. Any and all maintenance work performed on a Structural Building Component must be consistent with the purpose of the license agreement, which is to allow an existing structure to remain on EID Lands and/or within any setback distance from EID Lands, in its present form and location, for the remainder of its useful life.
- 7.1.3 Nothing in this Part is intended to prevent a licensee from maintaining, repairing or replacing the structure's exterior finishes (siding, roofing, soffit), eaves troughs, steps, windows or doors so long as such maintenance, repair or replacement work does not contravene the prohibition set out in Section 7.1.2 against replacing, adding to or enlarging a Structural Building Component and, further, that such maintenance, repair or replacement work complies with the restriction on Maintenance work performed on a Structural Building Component as set out in Section 7.1.2.
- 7.1.4 If a Structural Building Component located on or within the setback distance from EID Lands is damaged by fire, wind, water, impact or any other cause to the extent that 40% or more of such Structural Building Component requires maintenance, repair or replacement work, the licensee shall immediately notify EID and EID may, in its sole discretion, terminate the license agreement and require the licensee to remove the structure from EID Lands and to restore EID Lands to the satisfaction of EID, at the licensee's cost.
- 7.1.5 Wherever deemed practical by EID, appurtenances (such as steps, patios, decks, cisterns, sewage tanks, fences, sidewalks and the like) shall be removed from EID Lands rather than being replaced on EID Lands or within the setback distance from EID Lands.
- 7.1.6 The term of a license agreement entered into under this section shall be for the useful life of the existing structure.

- 7.1.7 Notwithstanding sections 4.19.6 and 4.19.7.1, in the event the owner of a residential Lot in the Bantry Bay residential subdivision, who holds one or more valid and subsisting license agreements (dock or dock and boat lift(s); use of EID Lands; and/or encroachment) with EID (the "Bantry Bay Licensee") intends to transfer ownership of the Bantry Bay Licensee's residential Lot, such Bantry Bay Licensee shall provide advance notice to EID of the impending transfer, including providing the transferee's name and contact information and the proposed transfer completion date. The Bantry Bay Licensee's license agreement and liability insurance policy shall remain in force until: (a) the Bantry Bay Licensee's dock or dock and boat lift(s), personal property, encroachment(s) and all other items covered by the license agreement(s) have been removed from EID Lands, the EID Lands have been restored to EID's satisfaction and the license agreement(s) have been cancelled by the Bantry Bay Licensee and EID, or (b) if any of the dock or dock and boat lift(s), personal property, encroachment(s) or other item or items covered by the license agreement(s) are being transferred to the transferee, transfer of the land title has been completed and the transferee has entered into license agreement(s), as required, with EID. The General Manager may issue the required license agreement or agreements upon payment of any required fees and upon the provision to the General Manager of a current real property report for the residential Lot, including related EID Lands, and the General Manager being satisfied that (i) the existing residential building and other structure(s), if any, including appurtenances, landscaping, stairs, raised borders, concrete pads, dock and boat lift(s) that are subject to the license agreements, are in full compliance with each license agreement, (ii) there are no unauthorized uses, structures, fixtures, personal property or landscaping on the related EID Lands and (iii) the proposed licensee is the registered owner of the applicable Bantry Bay residential Lot and is in good standing with EID.
- 7.1.8 In the event of non-compliance on the part of the licensee, EID may, in its sole discretion, terminate one or more of the license agreements, require the removal of all structures, fixtures and other items of personal property on EID Lands and require that the disturbed portion of EID Lands be restored to EID's satisfaction, all at the licensee's cost.
- 7.2 Additional Requirements for Application** – The applicant for a license agreement must provide EID with an up-to-date scale drawing showing an accurate description and the precise location of every structure or item to be included in the license agreement. Such drawing must bear the stamp and signature of a land surveyor licensed to practice in Alberta and such drawing must be prepared similar to a Real Property Report and must otherwise be to EID's satisfaction.
- 7.3 Existing Encroachment Agreements** – With regard to any encroachment agreement that was in force at Bantry Bay on November 2, 2015, EID will review each such agreement and, to the extent provided for in this Policy, will offer to enter into a license agreement that complies with this Policy. If a new license agreement is not entered into within thirty (30) days of the date of the EID's offer to enter into a new license agreement, EID may refuse to enter into a license agreement for that Lot when the existing encroachment agreement expires.
- 7.4 Landscaping and Non-Exclusive Use of EID Lands** – The portion of EID Lands which is immediately adjacent to the residential Lots at Bantry Bay has been landscaped over time and is generally being used as an extension of the residential yards. Where this is the case, the registered owner of the adjacent residential Lot will be required to enter into a license agreement. Any license agreement in this regard shall comply, as nearly as is practicable, with the provisions of this Policy, such as, but not restricted to, Sections 4.11, 4.12,

4.13, 4.16, 4.17, 4.18 and 4.19. A license agreement issued pursuant to this clause shall grant only non-exclusive use of EID Lands.

7.5 *[deleted January 2017]*

7.6 Only Registered Owners May Apply – No one, other than the registered owner of one of the twelve (12) existing residential Lots in the Bantry Bay residential subdivision is eligible to apply for a license agreement at Bantry Bay. A license agreement shall not be entered into with any other person.

7.7 Stairs – A set of stairs that lead down the embankment and that existed on November 2, 2015 may be included in a license agreement at Bantry Bay. The licensee shall keep the stairs in proper maintenance and upkeep, and the stairs shall comply with existing building and safety codes. The licensee shall not make any changes to or replace the stairs and shall remove the stairs at the end of their useful life and, upon removal, shall, at the licensee's cost, immediately restore, to EID's satisfaction, any portion of EID Lands and irrigation works that are disturbed or damaged.

7.8 Raised Borders, Concrete Pads, Fixtures and Personal Property – Notwithstanding the provisions of Section 4.11.2, the EID, in its sole discretion and subject to any conditions EID deems appropriate, may allow, as part of a license agreement, one or more raised borders, which existed on November 2, 2015, to remain on EID Lands. Further, EID, in its sole discretion and subject to any conditions EID deems appropriate, may allow, as part of a license agreement, one or more concrete pads, which existed on November 2, 2015, to remain on EID Lands, provided that no part of such concrete pad is in or immediately adjacent to the water at FSL. Further, the EID, in its sole discretion and subject to any conditions EID deems appropriate, may allow as part of a license agreement, fixtures and/or personal property, which existed on November 2, 2015 to remain on EID Lands. All such raised borders, concrete pads, fixtures and personal property shall be shown and appropriately identified on the scale drawing required pursuant to Section 7.2. The licensee shall not make any changes to or replace such raised borders, concrete pads, fixtures or personal property and shall remove the raised borders, concrete pads, fixtures and personal property at the end of their useful lives and, upon removal, shall, at the licensee's cost, immediately restore, to EID's satisfaction, any portion of EID Lands and irrigation works that are disturbed or damaged.

7.9 *[deleted as per motion 2016-05-115]*

7.10 Restrictive Covenants – Caveat – EID has the right to register the restrictive covenants set out in the license agreement by way of caveat against the certificate of title of the licensee's lands at the Land Titles Office; the licensee's lands being the servient tenement and the EID Lands being the dominant tenement. Particularly, the negative covenants contained in the provisions of Section 7.1 are restrictive covenants made by the licensee for the benefit of the EID and which touch and concern the land.

7.11 Temporary Off-Season Storage of Docks and Lifts – Notwithstanding the provisions of Section 4.13 and Section 4.14, the owner of a residential Lot in the Bantry Bay residential subdivision, who holds valid and subsisting license agreements for a dock or dock and boat lift(s) and for use of EID Lands, where provision for temporary, off-season storage of a dock and/or boat lift(s) is included in the license agreement, may temporarily store the licensee's dock and/or boat lift(s) on EID Lands during the period of time when the dock and/or boat lift(s) are not in the water (typically from approximately October 15th of one year to approximately April 15th of the following year), provided that:

- 7.11.1 while in storage, the dock and boat lift(s) are located as close as is possible to the licensee's residence (so that use of EID Lands for storage purposes is minimized),
- 7.11.2 an access way remains open and unobstructed along the shoreline to allow for pedestrians, emergency vehicles or by EID vehicles or equipment,
- 7.11.3 such storage is at the licensee's sole risk and shall be included under the licensee's liability insurance policy, and
- 7.11.4 in the event the license agreement will expire during the time that the dock and boat lift(s) are stored on EID Lands, that a replacement license agreement is applied for and issued by EID. Otherwise, the Licensee shall remove the dock and boat lift(s) from EID Lands prior to the expiry of the current license agreement(s).

7.12 Existing Concrete Docks – Notwithstanding Section 4.16, the two (2) concrete docks, which existed on November 2, 2015 adjacent to Bantry Bay, will be allowed to remain in place subject to the following:

- 7.12.1 each concrete dock shall be shown and appropriately identified on the scale drawing required pursuant to Section 7.2;
- 7.12.2 to improve visibility of each concrete dock, each dock shall be illuminated throughout all twelve (12) months of each year, each dock shall be painted or otherwise coloured in a highly visible colour and each dock shall be appropriately equipped with reflective materials, all to the EID's satisfaction. The licensee shall ensure that the lights, paint, other colouring and reflective materials are, at all times, properly maintained, in good working order and in good condition;
- 7.12.3 notwithstanding any provision of this Policy or license agreement to the contrary, the licensee shall obtain and maintain in force personal liability insurance in an amount of not less than \$10,000,000.00 per occurrence (or such greater amount as the General Manager may require) for such perils as bodily injury, death, and property damage and loss on or arising from the licensed EID Lands, and any activity, use or development on the licensed EID Lands. The policy of insurance shall name EID as an additional insured as it relates to the negligent operations of the Named Insureds and contain such other provisions or endorsements as the General Manager may require. The licensee shall provide EID with a certificate of insurance for such liability insurance policy upon request by EID and within ten (10) calendar days of any amendment to or replacement of the insurance policy or policies.
- 7.12.4 any and all maintenance work performed on a concrete dock must be consistent with the purpose of the license agreement, which is to allow an existing concrete dock to remain on EID Lands, in its present form and location, for the remainder of its useful life.
- 7.12.5 a concrete dock shall not be renovated, changed, enlarged or replaced. The licensee shall remove the concrete dock from the EID Lands at the end of its useful life and, upon removal, shall, at the licensee's cost, immediately restore, to EID's satisfaction, any portion of EID Lands and irrigation works that are disturbed or damaged.

PART 8.0 SPECIFIC PROVISIONS APPLICABLE TO NORTH HEADGATES

8.1 Landscaping, Fixtures, Personal Property, Docks or Boat Lifts – If approved by resolution of the EID Board of Directors and subject to any terms and conditions approved by the Board, one or more license agreements, addressing matters such as landscaping, fixtures, personal property, docks, boat lifts, structures or other matters, may be entered into for EID Lands adjacent to the North Headgates residential area.

8.1.1 Limitations on Docks and Lifts – The number of docks and boat lifts at or adjacent to the North Headgates residential area shall not exceed:

8.1.1.1 a maximum of seven (7) docks with up to two (2) boat lifts per dock for the registered owners and lessees of Lots within the North Headgates residential area.

8.1.1.2 No one, other than a person specified in Section 8.1.1.1, is eligible to apply for or obtain a license agreement for a dock and/or boat lift at or adjacent to the North Headgates residential area. A license agreement for a dock and/or boat lift shall not be entered into with any other person. In the event a person who holds a license agreement no longer meets these eligibility criteria, the license agreement with that person shall automatically terminate, without notice.

8.1.2 Transfer of North Headgates Lot Lease or Land Title - Notwithstanding Section 4.19.7.4, in the event a North Headgates lessee or registered owner, who holds a valid and subsisting license agreement for a dock or a dock and boat lift(s) with EID (the "North Headgates Licensee"), intends to transfer the North Headgates Licensee's lot lease or land title for a residential lot in the North Headgates residential area, such North Headgates Licensee shall provide advance notice to EID of the impending transfer, including providing the transferee's name and contact information and the proposed transfer completion date. The North Headgates Licensee's license agreement and liability insurance policy shall remain in force until: (a) the North Headgates Licensee's dock or dock and boat lift(s) have been removed from the EID Lands, EID Lands have been restored to EID's satisfaction, and the license agreement has been cancelled by the North Headgates Licensee and EID, or (b) if the dock or dock and boat lift(s) are being transferred to the transferee, the transfer of the North Headgates Licensee's lot lease or land title has been completed and the transferee has entered into a license agreement with the EID for the dock or dock and boat lift(s). The General Manager may issue a license agreement to the transferee upon payment of any required fees and upon the General Manager being satisfied that (i) the existing dock or dock and boat lift(s), that are subject to the license agreement, are in full compliance with the license agreement, (ii) there are no unauthorized uses, structures, fixtures, personal property or landscaping on the related EID Lands and (iii) the transferee is the registered owner of the Lot or the registered owner or assignee of the applicable lot lease for a lot within the North Headgates residential area and is in good standing with EID.

8.1.3 Temporary Off-Season Storage of Docks and Lifts – Notwithstanding the provisions of Section 4.13 and Section 4.14, and subject to the Limitations set out in section 8.1.1, the lessee and the registered owner of a residential Lot in the North Headgates residential area, who hold a valid and subsisting license agreement for a dock, a boat lift or dock and boat lift, where provision for temporary, off-season storage of a dock and/or boat lift is included in the license agreement, may temporarily store the licensee's dock and/or boat lift on EID Lands during the period of time when

the dock and/or boat lift are not in the water (typically from approximately October 15th of one year to approximately April 15th of the following year), provided that:

- 8.1.3.1 while in storage, the dock and boat lift(s) are located in an area approved for such use by EID,
- 8.1.3.2 an access way remains open and unobstructed along the shoreline to allow for pedestrians, emergency vehicles or by EID vehicles or equipment,
- 8.1.3.3 such storage is at the licensee's sole risk and is included under the licensee's liability insurance policy, and
- 8.1.3.4 in the event the license agreement will expire during the time that the dock and boat lift(s) are stored on EID Lands, that a replacement license agreement is applied for and issued by EID. Otherwise, the Licensee shall remove the dock and boat lift(s) from EID Lands prior to the expiry of the current license agreement(s).

8.2 Raw Water Supply – An EID agreement to supply raw irrigation water to the North Headgates and Bantry Bay residential areas may include provision for a water pump house, intake and distribution pipelines and related appurtenances to be located on EID Lands

PART 9.0 SPECIFIC PROVISIONS APPLICABLE TO GREENWALD INLET TO MAIN DAM

9.1 Landscaping, Fixtures and Personal Property Only – In the event that the privately-owned lands shown on Schedule "F" (Greenwald Inlet to Main Dam) are developed for residential purposes, the registered owner of a residential Lot that abuts EID Lands may only apply for a license agreement for planting and maintaining lawn grass, trees and shrubs, for an underground irrigation system and to place fixtures and items of personal property (such as tables and chairs) on EID Lands. Any license agreement in this regard shall comply, as nearly as is practicable, with the provisions of this Policy, such as, but not restricted to, Sections 4.11, 4.12, 4.13, 4.16, 4.17, 4.18 and 4.19.

9.2 No Docks, etc. – No dock, boat lift, swimming platform or any structure whatsoever shall be allowed on EID Lands or Lake Newell Reservoir at or adjacent to Greenwald Inlet to Main Dam as shown on Schedule "F" (Greenwald Inlet to Main Dam).

PART 10.0 SPECIFIC PROVISIONS APPLICABLE TO BANTRY BAY ESTATES

10.1 Landscaping, Fixtures and Personal Property Only – In the event that the privately-owned lands shown on Schedule "G" (Bantry Bay Estates) are developed for residential purposes, the registered owner of a residential Lot that abuts EID Lands may only apply for a license agreement for planting and maintaining lawn grass, trees and shrubs, for an underground irrigation system and to place fixtures and items of personal property (such as tables and chairs) on EID Lands. Any license agreement in this regard shall comply, as nearly as is practicable, with the provisions of this Policy, such as, but not restricted to, Sections 4.11, 4.12, 4.13, 4.16, 4.17, 4.18 and 4.19.

- 10.2 No Docks, etc.** – No dock, boat lift, swimming platform or any structure whatsoever shall be allowed on EID Lands or Lake Newell Reservoir at or adjacent to Bantry Bay Estates as shown on Schedule “G” (Bantry Bay Estates).

PART 11.0 GENERAL STANDARDS – DOCKS, BOAT LIFTS, EID LANDS AND LICENSE AGREEMENTS

- 11.1 Dock and Lift Standards** – Docks and lifts shall be constructed of environmentally-friendly materials and no treated wood shall be in or in contact with the water. The licensee shall ensure that any dock and lift is properly maintained and kept in a safe condition. The General Manager may, at his discretion, impose dock and boat lift standards and specifications that are in addition to those prescribed in this Policy.
- 11.2 Mechanical Equipment** – With the written approval of EID first had and obtained, the licensee in a license agreement for a dock or boat lift may utilize mechanical, including truck-mounted picker, equipment to place and remove the dock and boat lift. Such licensee shall be fully responsible for all losses, damages, and costs, including restoration of EID Lands and irrigation works to EID’s satisfaction.
- 11.3 Potentially Harmful Substances** – No licensee or other person may bring any substance on EID Lands or Lake Newell Reservoir that is or may potentially be harmful to or cause an Adverse Effect on EID Lands, Lake Newell Reservoir, or water.
- 11.3.1 No licensee or other person may bring any hydro-carbons or hydro-carbon related material onto EID Lands or Lake Newell Reservoir except for the sole purpose of fueling or servicing a water craft, boat lift or maintenance equipment. Each licensee shall use environmental best management practices with respect to any hydro-carbons or hydro-carbon related material (gasoline, oil, etc.) brought by the licensee or other person for whom the licensee is responsible onto EID Lands or Lake Newell Reservoir and further the licensee will properly, fully and immediately remove any hydro-carbons or hydro-carbon related material that may come into contact with the water or EID Lands. No licensee shall bring more hydro-carbons or hydro-carbon related material onto EID Lands or Lake Newell Reservoir than is actually required for the sole purpose of fueling or servicing a watercraft, boat lift or maintenance equipment and shall not store, either temporarily or permanently, any hydro-carbons or hydro-carbon related material on EID Lands.
- 11.3.2 No person shall apply or store any fertilizer, pesticide or herbicide on EID Lands except in accordance with the manufacturer’s specifications and the Environmental Protection and Enhancement Act (Alberta). The licensee shall take all necessary steps to prevent any fertilizer, pesticide or herbicide from entering Lake Newell Reservoir or water from or on the licensee’s lands.
- 11.4 Duty to Restore EID Lands** – Upon request by the EID and, in any case, prior to the expiry of a license agreement or immediately following termination of a license agreement, the licensee shall, at the licensee’s cost, restore, to the EID’s satisfaction, any portion of EID Lands and irrigation works that are disturbed or damaged by the licensee or anyone permitted or allowed on EID Lands by the licensee.
- 11.5 Government Permits, etc.** – The Licensee must obtain and maintain in good standing all permits, licenses, approvals, etc. that may be required by any municipal, provincial, federal government or governmental agency.

- 11.6 Proper Installation and Maintenance** – Every component of every dock, boat lift, other structure, fixture or item of personal property whatsoever must, at all times, be properly installed and maintained, in a good, safe and usable condition, given their intended and actual uses and users. The licensee must properly care for, maintain and clean-up after anything brought on to, planted or installed on EID Lands.
- 11.7** *[deleted as per motion 2016-05-115]*
- 11.8 Public Pedestrian Access and Use of EID Lands** – No development (such as but not limited to any tree, shrub, other planting, landscaping element, personal property, fixture, swimming platform, dock, boat lift) may constitute a hazard or be a deterrent to relatively free-flowing public pedestrian access along the shoreline. No resident, licensee or other person can hinder or prevent public pedestrian access along the shoreline, except with the written approval of EID.
- 11.9 Removal of Development** – Notwithstanding the provisions of any license agreement, EID retains the right, in its sole discretion, to require the licensee to remove any development (such as but not limited to any tree, shrub, other planting, landscaping element, personal property, fixture, swimming platform, dock, boat lift) from EID Lands within 48 hours of receipt of written notice from EID. If the licensee fails to remove any development as required by EID then EID may remove and dispose of the development, at the owner's risk and expense, without liability to EID. In addition to any other claim EID may have against the licensee for failing to remove and dispose of the development, the EID may claim as liquidated damages the actual cost to remove and dispose of the development, including EID staff time and equipment costs, plus an administrative surcharge of 20%.
- 11.10 No Right to Impede or Interfere with EID or Emergency Services** – Notwithstanding the provisions of any license agreement, no licensee has any right to impede or interfere with access by EID, including any emergency service, to or across EID Lands, including Lake Newell Reservoir. Such access may be at any time, by any means, for any purpose and with any personnel, vehicles, machinery, equipment and materials as determined solely by EID or the emergency service. Notwithstanding any license agreement or any approval granted to a licensee or other person, EID retains the full right, at all times, to manage, operate and change EID Lands and water within Lake Newell Reservoir as deemed appropriate by EID.
- 11.11 Responsibility for Damage to EID Lands** – The licensee is strictly responsible for any damage done to EID Lands and for the cost of repairing the same.
- 11.12 Embankments, etc.** – Without the express written approval of EID, no one is allowed to create, disturb, add to, take away from, modify or change any shoreline, EID Lands, embankment, stabilization, erosion protection, irrigation works or other thing on EID Lands.
- 11.13 Taxes** – The licensee shall be responsible for all property taxes and other charges or levies that pertain to or result from a license agreement or any action taken or things done pursuant to a license agreement.
- 11.14 Personal Use** – License agreements issued pursuant to this Policy are issued personally to the licensee. The licensee shall not assign, transfer or sublet the agreement or any privilege contained therein and is specifically prohibited from using EID Lands, in any way, for a commercial purpose or for monetary gain.
- 11.15 No Interest in Land** – A license agreement shall not convey any right or interest of any kind in EID Lands or water, other than the rights and privileges specifically set out in the license agreement. A license agreement

does not grant exclusive possession of any portion of EID Lands. A licensee shall not register a caveat claiming an interest in EID lands arising from any license agreement.

- 11.16 EID's Right to Manage and Operate Irrigation Works** – A licensee shall acknowledge and agree that EID has the full and unfettered right to manage and operate Lake Newell Reservoir, the water contained in the Reservoir and EID Lands as EID determines, in EID's sole and absolute discretion. The licensee shall acknowledge and agree that the water level in the Reservoir can fluctuate drastically and that the licensee has no claim against EID for any loss or inconvenience suffered by the licensee.
- 11.17 Public Pathway** – Subject to being approved by resolution of the EID Board of Directors, a license agreement may be entered into for a public pathway on EID Lands adjacent to any developed residential area provided such agreement includes provisions for construction standards, on-going inspection and maintenance, indemnification and releases, provision of liability insurance, termination for default and any other provisions deemed appropriate by the EID.

PART 12.0 INTERPRETATION, APPLICATION, ADMINISTRATION AND COMPLIANCE

- 12.1 General Power of General Manager** – The General Manager is authorized to interpret, apply, administer and enforce this Policy and, in so doing, may develop and implement standards, procedures and processes, in addition to those set out in this Policy, as the General Manager deems appropriate. The General Manager may delegate and assign his duties and responsibilities under this Policy as he deems appropriate.
- 12.2 Power to Amend, Suspend, Revoke, etc.** – The EID Board of Directors may, by resolution, amend, suspend, revoke, terminate or otherwise cancel any license agreement, on 30-day written notice, for any cause or reason that the EID Board of Directors deems appropriate in the circumstances.
- 12.3 Fees** – Application, annual and other fees, if any, will, from time to time, be established by resolution of the EID Board of Directors. The approved fees are as set out in the attached Schedule "H".
- 12.4 Identification of Property** – The General Manager may implement a system for identifying items of personal property, including docks, lifts, boats, other watercraft and fixtures placed on EID Lands pursuant to this Policy as well as for identifying unapproved items and developments. EID reserves the right, without notice, to remove and dispose of all unauthorized developments, fixtures and personal property found in or on EID Lands including in Lake Newell Reservoir, all without liability to the EID and at the sole cost of the owner.
- 12.5 No Future License** – In the event a license agreement is cancelled or terminated, EID will not enter into a subsequent license agreement with that licensee.
- 12.6 Lake Newell Reservoir Land Use Policy Committee** – The following groups must each establish a committee to assist with the administration and enforcement of this Policy. The composition and responsibilities of each committee shall be determined by the General Manager. The General Manager may decide not to issue or to discontinue issuing license agreements or to take such other steps as he deems appropriate in the event that a committee is not established or is not functioning as required by the General Manager.

12.6.1 Lake Newell Resort Lot owners who are licensees,

12.6.2 Kinbrook Island Lessees who are licensees,

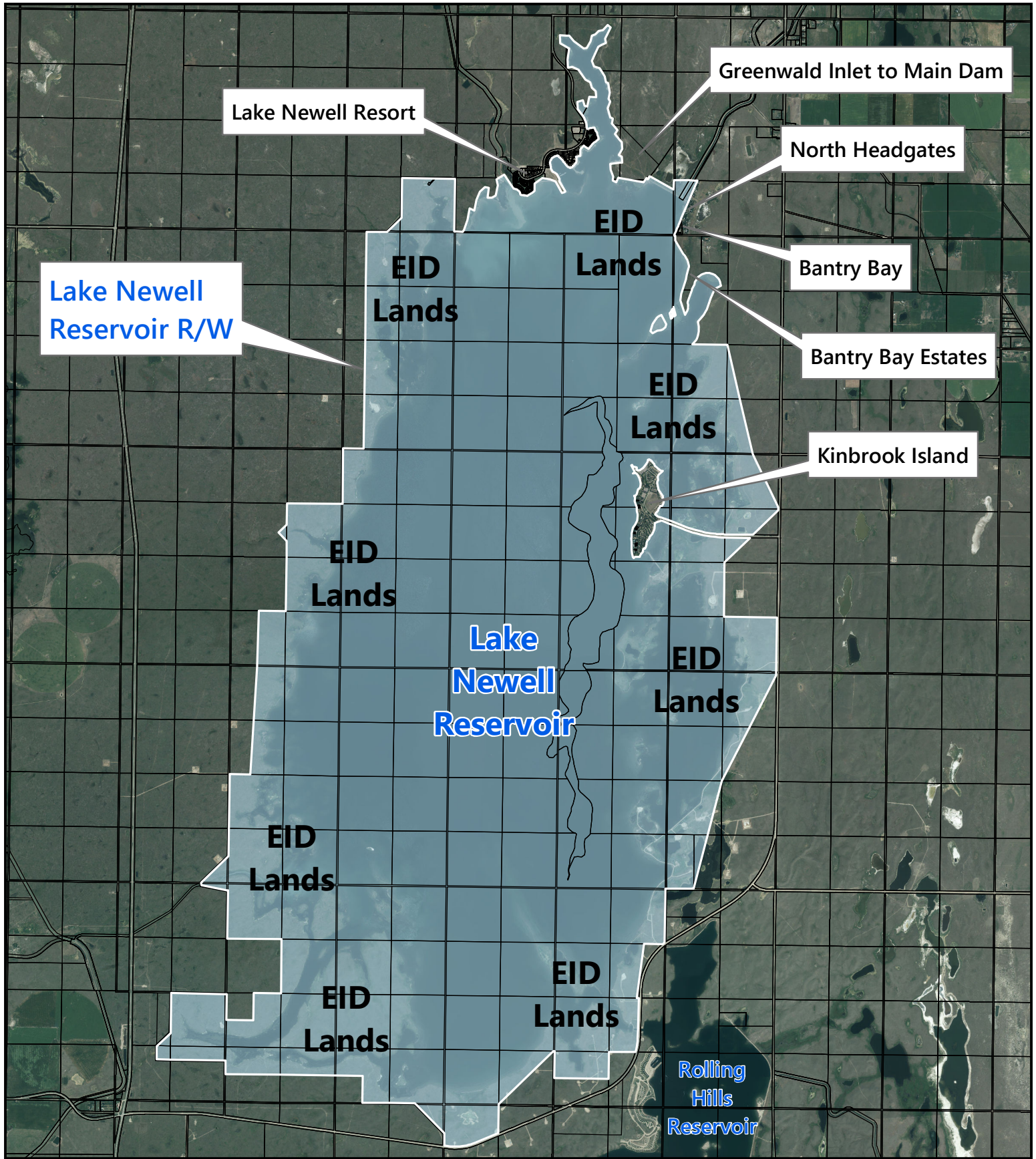
12.6.3 Bantry Bay Lot owners who are licensees,

12.6.4 North Headgates licensees

12.6.5 Greenwald Inlet to Main Dam Lot owners who are licensees, and

12.6.6 Bantry Bay Estates Lot owners who are licensees.

12.7 THIS POLICY MAY BE AMENDED, RESCINDED, OR REPLACED BY RESOLUTION OF THE BOARD OF DIRECTORS, WITHOUT NOTICE, AND A LICENSEE IS BOUND BY THE AMENDMENT, RESCISSION OR REPLACEMENT ON THE FOURTEENTH (14TH) DAY FOLLOWING DELIVERY OF NOTICE OF SUCH AMENDMENT, RESCISION OR REPLACEMENT TO THE LICENSEE BY THE EID IN THE MANNER AND FORM PRESCRIBED FOR IN THE LICENCE AGREEMENT.



Lake Newell Land Use Map

Schedule 'A'



Prepared By: mporter
Date: March 10 2016, 12:53:27 PM
File: U:\Depts\GISData\Private\2016\Shoreline Policy Maps\Lake Newell All.mxd



1:75,000



Lake Newell Resort

Schedule 'B'



Prepared By: mporter
Date: March 10 2016, 1:00:13 PM
File: U:\Depts\GISData\Private\2016\Shoreline Policy Maps\Lake Newell Resort.mxd



1:7,000



Kinbrook Island

Schedule 'C'



Prepared By: mporter
Date: March 10 2016, 12:59:05 PM
File: U:\Depts\GISData\Private\2016\Shoreline Policy Maps\Kinbrook Island.mxd



1:4,000



Lake
Newell
Reservoir

Lake Newell
Reservoir R/W

Bantry Bay

Schedule 'D'



Prepared By: mporter
Date: March 10 2016, 12:56:07 PM
File: U:\Depts\GISData\Private\2016\Shoreline Policy Maps\Bantry Bay.mxd



1:1,200



Lake
Newell
Reservoir

Lake Newell
Reservoir R/W

North Head Gates

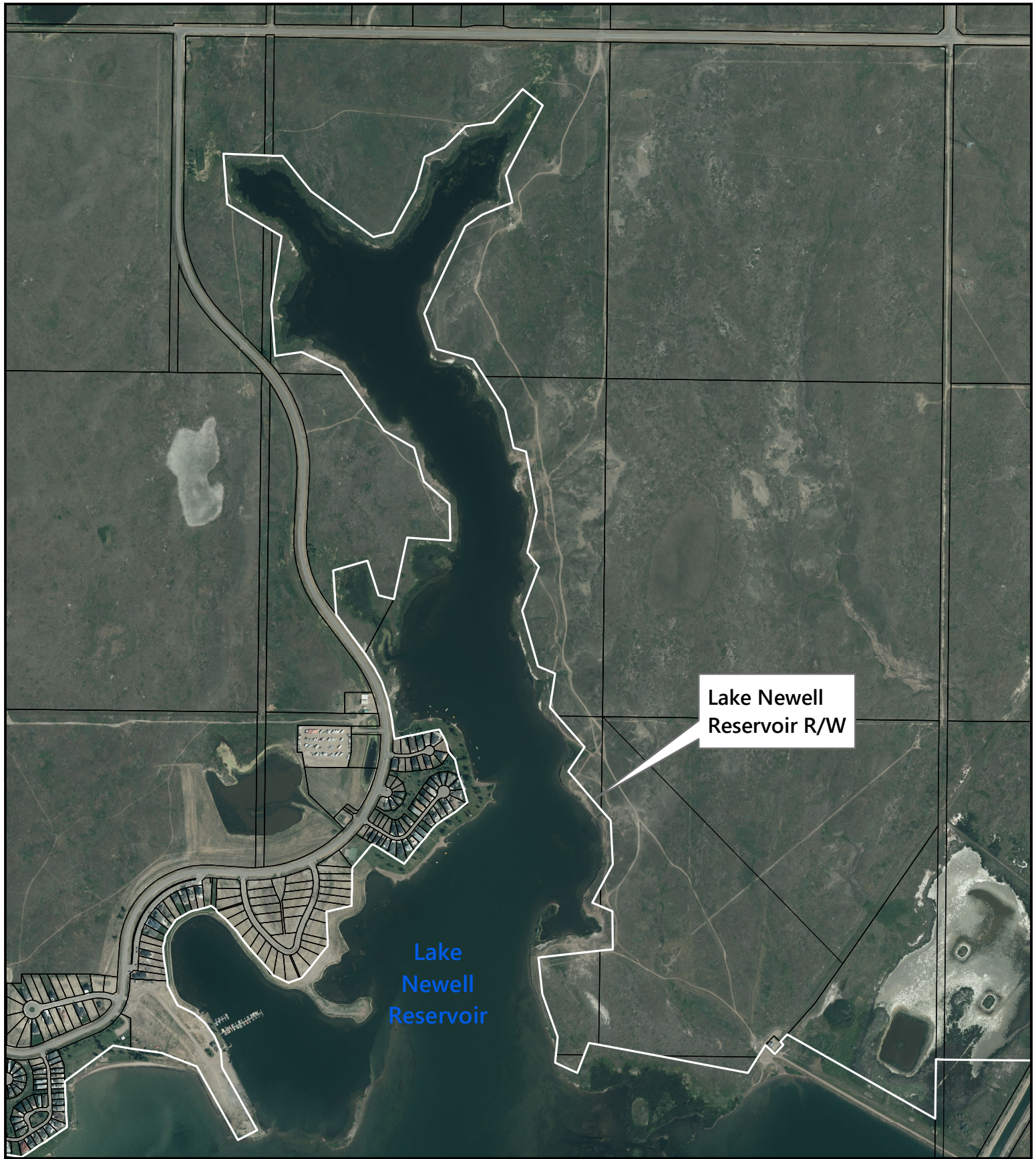
Schedule 'E'



Prepared By: mporter
Date: March 10 2016, 1:01:12 PM
File: U:\Depts\GISData\Private\2016\Shoreline Policy Maps\North Head Gates.mxd



1:1,300



Greenwald Inlet to Main Dam

Schedule 'F'



Prepared By: mporter
Date: March 10 2016, 12:57:28 PM
File: U:\Depts\GISData\Private\2016\Shoreline Policy Maps\Greenwald Inlet.mxd



1:12,000



Lake
Newell
Reservoir

Lake Newell
Reservoir R/W

Bantry Bay Estates

Schedule 'G'



Prepared By: mporter
Date: March 10 2016, 12:55:23 PM
File: U:\Depts\GISData\Private\2016\Shoreline Policy Maps\Bantry Bay Estates.mxd



1:8,000

Schedule 'H'

Schedule of Fees

1.0 License Agreements

1.1 Dock

- \$150.00 per year

1.2 Boat Lift (each)

- \$150.00 per year

(As an example, the total annual fee for a dock and 2 boat lifts is \$450.00.)

1.3 Encroachment

- \$150.00 per year

