

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into on this _____ day of _____, 2025 ("Effective Date") in the Province of Alberta by and between:

543077 Alberta Ltd. (*dba* Sil Industrial Minerals),
located at 9175 14 Street NW, Edmonton, AB, T6P 0C9
(hereinafter "Sil")

-and-

Sturgeon County
located at 9613 100 Street Morinville, AB, T8R 1L9
(hereinafter "the County"),

collectively referred to as the "Parties,"

WHEREAS Sil is considering making an in-kind donation of lands that it owns within Sturgeon County to the County for the purposes of a community park space to be owned and operated by the County (the "Project") as contemplated in the proposed concept plan attached hereto as Schedule "A";

AND WHEREAS the Parties must undertake several antecedent planning activities in order to assess the practicality of the Project and whether to take further steps to advance planning of the Project;

AND WHEREAS the Parties wish to enter this Memorandum of Understanding ("MOU") to ensure there is a common understanding of the planning activities that the Parties will perform and to formally express the Parties' mutual intentions to advance the planning of the Project;

NOW THEREFORE the Parties hereby agree as follows:

1. The Parties intend to perform the following activities to facilitate the further planning and assessment of Project:
 - i. Sil will support the County's Open Space Feasibility Study (the "Feasibility Study") and provide additional information as requested;
 - ii. The County will share the results of the Feasibility Study with Sil;
 - iii. If the results of the Feasibility Study further support the County's interest in the Project, the Parties agree to collaborate on a public engagement and feedback process to gather information to support the case for the Project. This process may include the use of a third-party public relations consultant;
 - iv. Based upon the results of the engagement process, the Parties will discuss and complete reasonable additional design work on the Project at the expense of Sil Industrial Minerals;
 - v. The Parties shall mutually develop a timeline for the Project to include key milestone completion dates and agree to provide quarterly updates on the progress of the Project; and

- vi. Any other activity that may be agreed to by the Parties from time to time.
- 2. The Parties designate the following individuals to act as the key contact and representative with respect to this MOU and the Project:

For Sil:

Laura Cline
Land and Environment Manager
780 486 6336
laura.cline@sureway.ca

For the County:

Karolina Drabik
Program Lead, Open Spaces
780 939 8340
kdrabik@strurgeoncounty.ca

- 3. The Parties understand and agree on the following estimated project timeline dates for the subject resource land (aggregate pit). It is understood that the subject lands will not be available for transfer of ownership until the provincial reclamation requirements are fulfilled, although some elements of park space work maybe be completed beforehand (at the mutual consent of the Parties).
 - a. Development permit renewal submission – **received March 13, 2025**
 - b. Anticipated completion of hauling – **12 months: early 2026**
 - c. Code of Practice Activities Plan update (required) – **12 months from submission: 2027**
 - i. Agreement with County on reclamation/park plan required prior to submission
 - d. Reclamation earthworks/topsoil replacement and seeding – **12 to 24 months from completion of haul: 2026 to 2028**
 - e. Vegetation establishment and naturalization – **12 to 36 months from topsoil replacement and seeding: 2026 to 2029**
 - i. A minimum of two growing seasons is required before assessing vegetation establishment success
 - f. Reclamation Certificate submission – **24 to 36 months from topsoil replacement and seeding: 2028 to 2029**
 - g. Reclamation Certificate approval timelines – **24 to 48 months: 2030 to 2032**
- 4. This MOU is not intended to create any binding contractual obligations and is only an expression of the Parties' intent with respect to their respective participation in the planning of the Project. This MOU does not create any positive obligation for either party to undertake or participate any planning activities or to proceed with the Project. Either party may decline to proceed with any of the planning activities or the Project, at their sole and unfettered discretion.

5. If at any time, either party decides that it is no longer considering proceeding with the Project, it shall forthwith notify the other in writing of its decision.

IN WITNESS WHEREOF the Parties, through their duly authorized representatives, have execute this Memorandum of Understanding.

543077 Alberta Ltd. (*dba* Sil Industrial Minerals),

Per: _____

Name: _____

Title: _____

Sturgeon County

Per: _____

Name: _____

Title: _____

Schedule "A"

Pit 46 Park Proposed Concept Plan

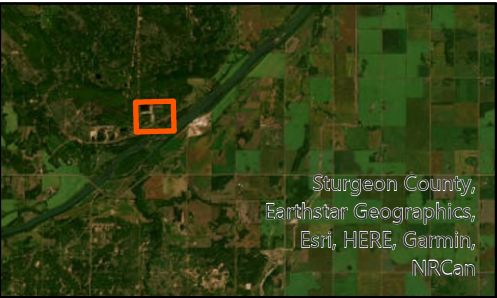


Pit 46 Community Space Concept Victoria Trail

Legend

- Pine Trees
- Poplar Trees
- Fencing
- Grass
- Sand
- Reclaimed Lake

Concept based on reclamation possibilities
at the the time of discussion (January 2025)
Concept is for discussion only.



Current Date: 1/31/2025	Drawn by: L. Cline Revised by:
Bearings: Decimal Degrees North Azimuth	Projection: Transverse Mercator Map Units: Meter
Version: 1.0	Datum: North American 1983

