

MEMORANDUM OF AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D. 2017.

STRATHCONA COUNTY, a municipal corporation, (hereinafter referred to as "the County")

OF THE FIRST PART

and

., a body corporate duly authorized to carry on business in the Province of Alberta, (hereinafter referred to as "the Developer")

OF THE SECOND PART

WHEREAS the Developer is, or is entitled to become, the registered owner of those lands situated in the County as described in Schedule "A" attached to this Agreement;

AND WHEREAS the Developer proposes to develop a portion of the said lands (hereinafter referred to as "the Development Area") as shown on the Plan attached as Schedule "B" to this Agreement;

AND WHEREAS the County and the Developer are agreeable to the development of the Development Area by the Developer in accordance with the provisions of this Agreement;

AND WHEREAS the County and the Developer have agreed to enter into this Agreement to provide services required within and adjacent to the Development Area;

AND WHEREAS the County is agreeable to the Developer developing the Development Area in accordance with the terms and conditions of this Agreement;

AND WHEREAS the County and the Developer agree that the Developer shall construct and install the Municipal Improvements required throughout and adjacent to the Development Area at the Developer's sole cost and expense;

AND WHEREAS upon satisfactory completion of the construction and installation of the Municipal Improvements and the issuance of Construction Completion Certificates for them by the County, the said Municipal Improvements which are on or under Public Property and those on or under land subject to easements shall become the property of the County;

AND WHEREAS the County and the Developer have agreed that the said construction and installation of the Municipal Improvements and all matters and things incidental thereto and all other matters or things relating to the development of the Development Area, shall be subject to the terms, conditions and covenants hereinafter set forth;

NOW THEREFORE, in consideration of the premises and of the mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the County agrees with the Developer and the Developer agrees with the County as follows:

1. INTERPRETATION

1.1 "Construction Completion Certificate" shall mean the Certificate issued by the County, as contemplated in Section 9, indicating the completion of the Municipal Improvements, or a portion thereof, once the Municipal Improvements have been constructed and installed by the Developer to the satisfaction of the County in accordance with this Agreement.

1.2 "County" shall mean Strathcona County and the County shall be represented by those persons specified in Schedule "H" of this Agreement.

1.3 "Developer's Consultant" shall mean the consulting professionals retained by the Developer and shall include, but not be limited to professional engineers, landscape architects, land use planners, and land surveyors.

1.4 "Development Area" shall mean that portion of the lands legally described in Schedule "A" and which are outlined on the map attached hereto as Schedule "B" to this Agreement.

1.5 "Development Standards and Procedures" shall mean the procedures, standards and specifications as specified by the County in the latest version of the "Strathcona County Design and Construction Standards" (at the time of commencement of construction for the particular Stage) for the design, construction and installation of the Municipal Improvements including any alterations to or amendments of such standards and specifications which may be agreed upon, in writing, by the County and the Developer.

1.6 "Design and Construction Standards" shall mean the standards and requirements as specified by the County in the latest revision of the "Strathcona County Design and Construction Standards" (at the time of commencement of construction for the particular Stage) for the development of Municipal Improvements within or without the Development Area including any alteration to or amendments of such standards and specifications which may be agreed upon, in writing, by the County and the Developer.

1.7 "Essential Services" shall mean:

- (a) those Municipal Improvements described in clauses (a), (b), (c), (d), (e), (g) and (i) of Schedule "C" of this Agreement; and
- (b) natural gas, electrical power and telecommunication services.

1.8 "Final Acceptance Certificate" shall mean a written acceptance, as contemplated in Section 9, issued by the County for the Municipal Improvements, or a portion thereof, upon the completion of any repairs for defects or deficiencies to the satisfaction of the County and the expiration of the Guarantee Period.

1.9 "Guarantee Period" with respect to the Municipal Improvements, subject to Sections 9 and 22 of this Agreement, shall mean:

- (a) a period of TWO (2) years for landscaping work and ONE (1) year for underground Municipal Improvements;
- (b) subject to clauses (a) and (c), a period of TWO (2) years for all other Municipal Improvements;

- (c) a period of ONE (1) year for the final lift of asphalt pavement which is installed not more than SIX (6) months prior to the issuance of a Final Acceptance Certificate for a roadway.

1.10 "Municipal Improvements" shall mean and include, within and without the Development Area, those services and facilities identified in Schedule "C" to this Agreement.

1.11 "Plans" shall mean plans and specifications prepared by the Developer's Consultant covering the design, construction and installation of all Municipal Improvements.

1.12 "Plan of Subdivision" or "Plans of Subdivision" shall mean the subdivision or subdivisions which subdivide the Development Area into separate lots for further development.

1.13 "Prime Rate" shall mean the prime business rate established from time to time by the Bank of Canada.

1.14 "Public Property" or "Public Properties" shall include all properties within and adjacent to the Development Area to be owned or administered by the County, including utility rights of way, following the registration of the Plan or Plans of Subdivision for the Development Area.

1.15 "Record Drawings" shall mean the "as constructed" or "as built" plans, drawings and/or records, in the form of full size paper copy, full size PDF copy and AutoCAD digital records in a format acceptable to the County. Record Drawings must be stamped, signed and dated by a licensed professional accredited by APEGA to practice civil engineering.

1.16 "Stages" shall mean the stages, if more than one stage is contemplated, for development of the Development Area by the Developer, and "Stage" shall mean any one of those Stages.

1.17 "Surface Drainage Plan" shall mean plans and specifications prepared by the Developer's Consultant covering the grading and drainage patterns for the Development Area.

## 2. PLAN OF SUBDIVISION

2.1 The Developer at its sole cost and expense shall cause a Plan or Plans of Subdivision for the Development Area to be prepared and approved by all necessary approving authorities and in accordance with the law in that respect; PROVIDED, and it is a strict requirement of this Agreement, that any Plan of Subdivision must first have received acceptance in writing of the County.

2.2 The Developer covenants and agrees that it shall register in the Land Titles Office a Plan of Subdivision for the first Stage within TWELVE (12) months of the date of this Agreement, and shall register in the Land Titles Office all Plans of Subdivision for all subsequent Stages of the Development Area within (\_\_\_\_\_) of the date of this Agreement, and further, the Developer agrees:

- (a) that in the event that the subdivision plan for the first stage is not registered within the said TWELVE (12) months, then the County shall be entitled to terminate this Agreement for all purposes;
- (b) that in the event that the Plans of Subdivision for all Stages are not registered within the said (\_\_\_\_) months, then the County shall be entitled to terminate this Agreement for purposes of all Stages in respect to which Plans of Subdivision have not been registered;
- (c) that the termination of this Agreement in whole or in part as provided in Clauses (a) and (b) shall be effective upon the County serving written notice of termination on the Developer;
- (d) that in the event that this Agreement is terminated in whole or in part as provided in Clauses (a) and (b), then the Developer shall not be entitled to register any further Plans of Subdivision for any portion of the Development Area unless and until a further written agreement is entered into between the Developer and the County; and
- (e) that if the County terminates this Agreement in whole or in part pursuant to Clauses (a) or (b), it is understood and agreed that any financial obligations of the Developer to the County shall survive and the County shall be entitled to enforce such financial obligations as if the Agreement remained in full force and effect.

2.3 The Developer covenants and agrees that it shall comply fully with all conditions of any subdivision approval which may be imposed by the subdivision

approving authority or the Subdivision and Development Appeal Board, as the case may be.

2.4 No Plan of Subdivision shall be registered, nor shall the Developer commence any work within or adjacent to the Development Area, unless, and until, the County, in its discretion, has rezoned the Development Area to permit the land uses being proposed by the Developer and has passed any amendments deemed appropriate by the County, in the County's discretion, to the Area Structure Plan which applies to the Development Area.

2.5 The Developer covenants and agrees that in the event that any Plan of Subdivision for a particular Stage of the Development Area is not registered within the time limits prescribed herein, or in the event that any Plan of Subdivision for a particular Stage of the Development Area is cancelled as contemplated in this Section, or in the event that the Developer does not commence the development of any Stage of the Development Area within the time limits prescribed herein, THEN the County shall be at liberty, in the County's sole discretion, to re-district the lands within the particular Stage and all subsequent Stages back to the land use district in place prior to the execution of this Agreement.

2.6 Providing that the Developer is not in default of any of the provisions of this Agreement or any condition of subdivision acceptance, the County shall, at the request of the Developer, deliver to the appropriate government agencies any confirmations or undertakings reasonably required (and in respect to which the County can attest) in order for the Developer to obtain any necessary permits and licenses from the said appropriate government agencies as may be required for this Agreement.

2.7 In the event that a Plan of Subdivision for a Stage of the development of the Development Area has been registered by the Developer, and the Developer fails to proceed with the construction and installation of the Municipal Improvements for the particular Stage within the time limits herein specified, the Developer shall, upon receiving written notice from the County to do so, immediately proceed to take all steps necessary to cancel the registration of the said Plan of Subdivision, and further, the Developer, in all events, shall have obtained the cancellation of the registration of the said Plan of Subdivision within THREE (3) months of the County providing written notice to the Developer as herein provided.

2.8 Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby irrevocably appoints the County as its attorney in fact and in law for the purposes of making all necessary or desirable (in the County's discretion or opinion) applications, executing all necessary or advisable (in the County's discretion or opinion) documents, and taking all further necessary or advisable (in the County's discretion or opinion) steps or actions in order to obtain the cancellation of the registration of the said Plan of Subdivision in accordance with paragraph 2.7 of this Agreement.

2.9 The power of attorney conferred upon the County by the Developer in paragraph 2.8 of this Agreement may be exercised by the County in the event that the Developer has not applied for the cancellation of the registration of the Plan of Subdivision within ONE (1) month of the County providing written notice to the Developer pursuant to paragraph 2.7 of this Agreement, or may be exercised in the event that the Developer has not obtained the cancellation of the registration of the Plan of Subdivision within THREE (3) months of the County providing written notice to the Developer pursuant to paragraph 2.7 of this Agreement.

2.10 The County in its discretion may extend the time limits specified in paragraph 2.9, but the County and the Developer agree that no act or omission on the part of the County, intentional or unintentional, shall constitute a waiver of the County's right to exercise the power of attorney conferred upon the County by the Developer pursuant to paragraphs 2.8 and 2.9 of this Agreement.

### 3. PLANS

3.1 Prior to commencing construction and installation of the Municipal Improvements within or adjacent to any Stage of the Development Area, the Developer shall submit Plans for that Stage to the County for acceptance and the Plans shall give all necessary details of the Municipal Improvements to be constructed by the Developer, including any necessary specifications to be attached thereto.

3.2 The County agrees that it shall not unduly delay in granting its acceptance, or in rejecting, Plans which have been submitted by the Developer to the County.

3.3 The Plans for the construction and installation of the Municipal Improvements for each Stage of the development of the Development Area shall be

designed by a qualified Professional Engineer, Landscape Architect, Biologist, Planner or accredited Land Surveyor as the case may be, and shall conform strictly to the Design and Construction Standards.

3.4 The Developer agrees that in the event that any Plans are accepted for two or more Stages and the Design and Construction Standards are amended by the County prior to the commencement of the construction for a particular Stage, then the Developer shall be required, prior to commencement of construction for a particular Stage, to amend the Plans to the satisfaction of the County so that the Plans conform to the most recent Design and Construction Standards.

3.5 If the County does not accept whatever Plans may be required to be submitted to the County by the Developer, the Developer shall be entitled to refer any matter in dispute to the County Council and the decision of the County Council shall be final and binding and any such dispute or difference shall not be subject to arbitration.

3.6 The County and the Developer agree that the backfilling and grading requirements pertaining to individual lots, as specified in more detail in Section 4 of this Agreement, will be identified within the separate Surface Drainage Plan.

3.7 The Developer covenants and agrees that the Plans shall for each Stage include a construction timetable for the construction and installation of all of the Municipal Improvements within and adjacent to the particular Stage within the Development Area and the Developer shall, upon acceptance of the construction timetable by the County, comply with all time limits and complete all phases of the Developer's work within the dates specified in the construction timetable. The Developer has the right to reasonably amend the timetable from time to time, with the approval of the County.

3.8 The Developer covenants and agrees that the landscaping Plans for Public Properties shall comply with the most recent Design and Construction Standards and shall include all landscaping required by the County including, but not so as to limit the generality of the foregoing, landscaping of all utility rights-of-ways, public walkways and trails, construction of berms, construction of uniform fencing, installation of recreational equipment and facilities and the landscaping of other Public Properties.

3.9 Subject to the terms of this Agreement, it is understood and agreed between the County and the Developer that the Developer shall be entitled to construct the Municipal Improvements for each Stage in accordance with the Plans once such Plans for the particular Stage have been accepted by the County.

3.10 It is understood and agreed that the County's acceptance of the Plans for the Municipal Improvements shall be in principle only and, in the case of unforeseen conditions which may adversely affect the construction or installation of the Municipal Improvements, the detailed design specifications for any of the Municipal Improvements shall be subject to review and revision, from time to time, by the County in accordance with the Design and Construction Standards and in accordance with accepted engineering and construction practices.

3.11 The Developer shall not commence construction or commence installation of the Municipal Improvements, or any portion, until such time as the County has issued written acceptance of the Plans for that particular Stage.

3.12 The Developer acknowledges and agrees that the County's acceptance of the Plans is in no way intended to be a warranty, representation or guarantee by the County or its engineer respecting the content of the Plans, including, without restricting the generality of the foregoing:

- (a) whether the Plans are suitable for the intended purpose;
- (b) whether the Plans comply with any required federal, provincial or municipal legislation or regulation;
- (c) whether the Plans comply with the Design and Construction Standards; or
- (d) whether the Plans are in accordance with standard acceptable engineering practices.

#### 4. LOT GRADING AND SITE DRAINAGE CONSTRUCTION STANDARDS

4.1 Prior to commencement of construction and installation of the Municipal Improvements within or adjacent to the Development Area, including the stripping or grading of the Development Area, the Developer shall prepare and submit, a Surface

Drainage Plan for the entire Development Area (including stormwater management systems for both private lands and Public Property) to the County for acceptance, including grades and drainage patterns for the entire Development Area. Further, the Developer shall obtain all necessary approvals, permits and licenses related to grading and drainage from the appropriate government agencies (including but not limited to Alberta Environment and Parks) prior to proceeding with the first Stage of development. The Developer further covenants and agrees to prepare and submit the Surface Drainage Plan, together with the Plans for each Stage of development.

4.2 The County and the Developer agree that the standards as are set out in Schedule "E" to this Agreement, shall be applicable to the development of lots and the construction of housing and other development within the Development Area and the Developer covenants and agrees that all proposed purchasers or optionees of any of the lots within the Development Area shall be advised of such standards and requirements of the County relating to the management and disposal of stormwater within the lots of the Development Area.

4.3 The Developer further covenants and agrees that all lots in the Development Area that have fill areas in excess of ONE (1) metre in depth shall be addressed in the Surface Drainage Plan and shall be compacted in accordance with the Surface Drainage Plan. Further, the Developer covenant and agrees that the County shall be provided with certified test results to ensure compliance with this clause and the approved Surface Drainage Plan.

4.4 The Developer covenants and agrees that prior to applying for any Construction Completion Certificate for any of the Municipal Improvements to be constructed and installed within the Development Area, that the Developer shall undertake and complete to the satisfaction of the County such grading work as may be necessary to ensure that all lots within the Development Area have positive drainage, that there will not be any ponding of water within any of the lots within the Development Area, and that the grading of all lots within the Development Area are in accordance with the approved Surface Drainage Plan.

4.5 The Developer commits, for each Stage of the Development Area, to resolve all surface and ground water discharge and lot grading responsibilities until ONE (1) year after the subdivision is NINETY-FIVE (95%) percent built out (that is, NINETY-

FIVE (95%) percent of the homes have been completed) or the issuance of Final Acceptance Certificates of all Municipal Improvements have been granted, whichever date occurs later.

4.6 It is further agreed between the parties hereto that all herein specified standards, requirements and any unfulfilled obligations due and owing to the County by the Developer, are hereby declared and agreed by the parties hereto to be and constitute covenants running with the land and binding upon the Developer and any subsequent owners of any lots within the Development Area.

## 5. CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS

5.1 The County agrees that the Developer shall be entitled to construct and install the Municipal Improvements in ( ) Stages as shown on Schedule "B" of this Agreement; PROVIDED, that the Developer may with the written approval of the County, which may be granted in the discretion of the County, change the order of the Stages to be developed or the area of any particular Stage.

5.2 Unless otherwise specified in the construction timetable approved under paragraph 3.7, the Developer shall, on or before the ..... day of ....., 201....., commence construction and installation of the Municipal Improvements within the first Stage of the Development Area and shall complete the construction and installation of the Municipal Improvements within the first Stage of the Development Area on or before the day of , 201.....

5.3 Unless otherwise specified in the construction timetable approved under paragraph 3.7, the Developer shall, on or before the 31st day of 201..... construct and install all of the Municipal Improvements within all Stages of the Development Area at the Developer's own cost and expense, and in a good and workmanlike manner, in strict conformance with the Plans and proper and accepted engineering and construction practices, in accordance with the requirements of this Agreement, and in accordance with the Design and Construction Standards, and in accordance with the requirements of law applicable to the work.

5.4 In the event that the Developer has not commenced construction of any Stage within the time limits specified in paragraphs 5.2 and 5.3, then the County shall

be entitled to terminate this Agreement in respect to any or all Stages of the Development Area, and further, the Developer agrees:

- (a) that the termination of this Agreement in whole or in part as provided in this paragraph shall be effective upon the County serving written notice of termination on the Developer;
- (b) that in the event that this Agreement is terminated in whole or in part as provided in this paragraph, the provisions of Section 2 relating to the cancellation of Plans of Subdivision shall apply to all Stages of the Development Area in respect of which a Plan of Subdivision has been registered and in respect of which the construction of the Municipal Improvements has not been commenced;
- (c) that in the event that this Agreement is terminated in whole or in part as provided in this paragraph, then the Developer shall not be entitled to commence construction of the Municipal Improvements for any undeveloped stage of the Development Area unless and until a further written agreement is entered into between the Developer and the County; and
- (d) that such termination shall be without prejudice to any and all other obligations then due, outstanding and owed by the Developer to the County in relation to the Development Area or its development (including, without restriction, the security provisions contained within this Agreement), which shall remain in full force and effect until satisfied in full.

5.5 The Developer covenants and agrees that it shall, upon being directed by the County to do so, construct and install within THIRTY (30) days, traffic signage, street signs and directional signage as and where directed by the County, failing which the County may, in its discretion, construct and install such signage and the Developer shall forthwith pay to the County all costs incurred by the County in connection with the construction and installation of such signage.

5.6 In the event that it is necessary or reasonable, in the opinion of the County, to construct or install any temporary or emergency access during the construction and installation of the Municipal Improvements, the Developer shall construct and install any such temporary or emergency accesses in accordance to specifications, and in such locations, as determined by the County acting reasonably

and the Developer shall grant to the County an easement, in a form acceptable to the County, across the required land for the period for which the access is required.

5.7 The Developer shall erect and maintain development information signage and provide land use maps as set forth in the Development Standards and Procedures, including the latest amendments in effect at the time of commencement and construction for any particular Stage, and without limiting the generality of the foregoing, as follows:

- (a) The Developer shall erect a Land Use Information Sign in a prominent location at each major entrance to the Development Area, as approved by the County, showing all land use classifications, roadways, reserve parcels and other features articulated in the latest edition of the County's Development Standards and Procedures, within and immediately adjacent to the Development Area;
- (b) The Developer shall erect individual site information signs on each undeveloped site within the Development Area which is zoned or designated other than R1, R2 or RP residential housing, identifying land use classifications or proposed future uses on the site;
- (c) The Developer shall provide and make available to the public and prospective home purchasers within show homes and sales outlets, land use information showing all land use classifications, roadways, reserve parcels and other features articulated in the latest edition of the County's Development Standards and Procedures, within and immediately adjacent to the Development Area;
- (d) The Developer shall submit the design, colour codes, legends and locations of Land Use Information Signs, individual site information signs and Land Use Maps for acceptance by the County prior to preparation and installation. Reviews and approvals will be part of the design plan acceptance process; and
- (e) The Developer shall install the signage as approved upon the registration of the Plan of Subdivision and prior to the sale of any lots within the Development Agreement to ensure that the signage is posed prior to the issuance of development permits, provided that the County, at its sole discretion, may issue development permits for show homes prior to installation of signs.

5.8 At all times during the construction and installation of the Municipal Improvements and during all work by the Developer or its agents related thereto:

- (a) The County shall have free and immediate access to all records of or available to the Developer and the Developer's Consultant relating to the performance of the work, including, but without limiting the generality of the foregoing, all design, inspection, material testing and Record Drawings.
- (b) The County may:
  - (i) exercise such inspection of the performance of the work as the County may deem necessary and advisable to ensure to the County the full and proper compliance by the Developer with the Developer's undertakings to the County, and to ensure the proper performance of the work;
  - (ii) reject any design, material or work which is not in accordance with the Design and Construction Standards or accepted engineering and construction practices;
  - (iii) order that any unsatisfactory work be re executed at the Developer's cost;
  - (iv) order the re execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost;
  - (v) order the Developer within a reasonable time to bring on the job and use additional labour, machinery and equipment, at the Developer's cost, as the County deems reasonably necessary to the proper performance of the work;
  - (vi) order that the performance of the work or part thereof be stopped until the said orders can be obeyed;
  - (vii) order the testing of any materials to be incorporated in the work and the testing of any Municipal Improvements;

and the Developer at its own cost and expense shall comply with the said orders and requirements of the County unless the Developer takes issue with any such order or requirement, in which case the Developer shall request, in writing, that such issue be arbitrated in accordance with the provisions of Section 21 hereof, AND, PROVIDED FURTHER, that the affected work, except as otherwise agreed by the County in writing, shall stop until such arbitration has taken place.

5.9 Notwithstanding anything expressed or implied in the paragraph 5.8, it is agreed between the County and the Developer:

- (a) that the County shall have no obligation or duty to exercise any of the County's powers of inspection nor any obligation or duty to discover or advise the Developer of any deficiencies in construction or workmanship during the course of the construction and installation of the Municipal Improvements;
- (b) that the Developer shall during the course of the construction and installation of the Municipal Improvements provide and maintain adequate inspection services, supervised by a professional engineer; and
- (c) that nothing set forth in the paragraph 5.8 shall in any way be construed so as to relieve the Developer of any responsibilities as set forth in this Agreement, and without restricting the generality of the foregoing, the Developer shall fulfill all responsibilities in respect to the design, construction, installation and maintenance of the Municipal Improvements as required by the terms of this Agreement.

5.10 The Developer covenants and agrees that during the construction and installation of the Municipal Improvements, and during the Guarantee Period for the Municipal Improvements, that the Developer shall pay all contractors and other parties hired by the Developer to fulfill the Developer's obligations under this Agreement and that the failure of the Developer to pay any such contractors or other parties shall constitute a breach of this Agreement by the Developer unless there is a bona fide dispute between the Developer and the contractor or other party.

5.11 The Developer shall take effective measures to reasonably control dust, dirt and construction debris in the Development Area, including, and without limiting the generality of the foregoing, construction debris, mud, concrete spillage or on any loam stockpile site so that dust, dirt and debris or mud originating therein shall not be conveyed therefrom by any means whatsoever or cause annoyance or become a nuisance to property owners and others within or adjacent to the Development Area. The Developer is solely responsible for ensuring dust dirt and debris control within the Development Area. In the event, that the County deems that there are dust dirt or

debris problems in the Development Area, the County shall attempt to notify the Developer of the problem by contacting the Developer, or the Developer's Consultant. If the County is not able to contact the Developer, or the Developer's Consultant, or if the Developer, or the Developer's Consultant, shall fail to take effective measures to rectify and control the dust, dirt or construction debris problem after being notified, then the County may take such steps as are necessary to eliminate the dust, dirt or construction debris problem at the expense of the Developer and shall within FORTY-EIGHT (48) hours notify the Developer in writing of the action taken by the County. The Developer covenants and agrees to these responsibilities and obligations until each subdivision or Stage is NINETY-FIVE (95%) percent built out, that is NINETY-FIVE (95%) percent of the homes have been completed, or issuance of the Final Acceptance Certificate for all Municipal Improvements has been granted, whichever date occurs later.

5.12 Upon the completion of the Municipal Improvements within each Stage by the Developer, and prior to the issuance of Construction Completion Certificates for the Municipal Improvements for that Stage, the Developer's Consultant shall submit to the County a statement under his professional seal certifying that the Developer's Consultant has provided adequate periodic inspection services during the course of the work required for the Municipal Improvements and that the Developer's Consultant is satisfied that the work and the Municipal Improvements have been completed in a good and workmanlike manner in accordance with the Plans, in accordance with accepted engineering and construction practices, and in accordance with the Design and Construction Standards.

5.13 In addition to whatever other testing requirements may be imposed upon the Developer by the County, the Developer shall undertake t.v. camera video inspection of all storm and sanitary sewer lines no more than SIX (6) months prior to the issuance of Final Acceptance of such lines by the County.

5.14 It is understood and agreed between the County and the Developer that during the course of constructing the Municipal Improvements, the re-execution or replacement of unsatisfactory work which is of a minor nature (as determined by the County in its discretion) and which does not pose a health or safety danger, may be re-executed or replaced by the Developer, in its discretion, at any time prior to the request

by the Developer for a Construction Completion Certificate for the Municipal Improvements in question.

5.15 Notwithstanding anything hereinbefore contained to the contrary, the Developer covenants and agrees (such covenant being of the essence of this Agreement) that it shall plan and stage the development of the Development Area so as to guarantee and ensure to the County that all Essential Services (including operational water services for fire suppression purposes) shall have been installed and rendered operative in any part of the Development Area before any buildings or facilities are constructed in any such part of the Development Area, except as otherwise permitted in writing by the County; PROVIDED, that it is agreed that the County may, in its sole discretion and prior to August 15 of the calendar year, issue development permits for house building as much as SIXTY (60) days prior to the estimated date for completion of the Essential Services, upon receiving written assurances from the Developer that the Essential Services will be completed within the said SIXTY (60) days and prior to October 15th of the calendar year.

5.16 Prior to the issuance of any development permits by the County's development authority in any particular Stage of the Development Area, the Developer must provide the County with updated Record Drawings of the "as constructed" street furniture and hard surface grading which may have an impact on the review and issuance of the development permits. In addition, the Developer is required to provide the County with an engineer's certificate of engineered fill for any residential lots with greater than 1.0m of fill, or a height as determined by the geotechnical engineer to require engineered fill.

5.17 Further to the above, in the event development permits are requested and issued prior to the completion of Essential Services and submission of required updated Record Drawings, it is understood and agreed that there will be no changes permitted from the Plans which may have otherwise affected the review and issuance of the development permits, and that any subsequent re-execution or replacement of completed Municipal Improvements will be at the sole cost of the Developer and not transferred to either the County or home builder.

5.18 It is further agreed that the County, in its sole discretion, may issue development permits for show homes at any time prior to the completion of the Essential Services.

6. INSTALLATION OF POWER, GAS, TELECOMMUNICATION AND OTHER  
THIRD PARTY INFRASTRUCTURE

6.1 The Developer shall, at its own expense, be solely responsible for all costs and expenses relating to the installation, to the County's satisfaction, of electric power and natural gas to the Development Area and within the streets adjoining the lots to be created in the Development Area.

6.2 The said electric power and natural gas within the Development Area shall be installed within the roadways, utility lots or easement areas, in accordance with the Plans, adjacent to the lots that are intended to be served by such services and shall be installed in a manner and in locations which will permit lot owners within the Development Area to hook up to such services upon paying the normal hook up fees charged by the Utility Company or franchise holder.

6.3 The Developer shall be responsible for making arrangements for the provision of telecommunication and internet services to lots within each Stage of the Development Area upon any such lot being occupied and the Developer shall be solely responsible for all costs and expenses relating to the installation of such telecommunication and internet services excepting the normal hook up costs charged to the customer.

6.4 The Developer covenants and agrees to provide arrangements, financial and otherwise, to the satisfaction of Canada Post Corporation, for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation and as shown on the accepted engineering design drawings at the time of [sidewalk/curb/road/access] construction. The Developer further covenants and agrees to provide notice to prospective purchasers of all lots within the Development Area of the locations of CMBs and that home/business mail delivery will be provided via CMB, provided the Developer has paid for the activation and equipment installation of the CMBs.

7. CONTRACTS FOR INSTALLATION OF THE MUNICIPAL IMPROVEMENTS

7.1 Notwithstanding anything contained in this Section, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the County for the performance by the Developer of all the Developer's obligations as set forth in this Agreement; AND FURTHER the Developer acknowledges, understands and agrees that the County shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.

7.2 The Developer covenants and agrees that any contract entered into between the Developer and a Third Party in respect to the performance of all or any of the Developer's obligations as set out in this Agreement to construct and maintain the Municipal Improvements, or any of them, shall provide:

- (a) That the Third Party shall indemnify and save harmless the County and the Developer from and with respect to any damages, claims or demands whatsoever (including all legal costs and disbursements on a solicitor and client basis) arising out of the performance of any work undertaken by the Third Party or arising in any way from the negligence of the Third Party's servants, agents or employees;
- (b) That the Third Party shall provide reasonable proof of financial responsibility;
- (c) That the Third Party shall comply with the provisions of the Workers' Compensation Act and Occupation Health and Safety Act for the Province of Alberta;
- (d) That the Third Party will allow the County access to the work for the purpose of inspection;
- (e) That the works to be performed by the Third Party shall not be deemed to be duly and adequately completed under the contract except upon the issuance of a Construction Completion Certificate for the same by the County;
- (f) The Third Party shall coordinate with the County work forces and others to facilitate the installation of utilities and shall protect such utilities from damage; and

- (g) That the Third Party will carry adequate public liability insurance of an amount and coverage satisfactory to the County to protect the Third Party and the County from any claims, actions or demands arising from the pursuance or purported pursuance of the work being performed by such Third Party.

8. COMPLIANCE WITH ALL PLANS AND SPECIFICATIONS

8.1 The Developer shall, at all times during the construction and installation of the Municipal Improvements, comply fully with all terms, conditions, provisions, covenants and details as may be set out in the Plans, as accepted by the County, and such terms and conditions as may otherwise be required pursuant to this Agreement or be agreed upon in writing between the County and the Developer.

8.2 The provisions of this Agreement shall be additional to and not in substitution for any law, whether Federal, Provincial or Municipal, prescribing requirements relating to construction standards and the granting of development and building permits.

9. ACCEPTANCE OF MUNICIPAL IMPROVEMENTS:  
TRANSFER OF MUNICIPAL IMPROVEMENTS TO COUNTY

9.1 For purposes of this Section, the County and the Developer agree that no Municipal Improvement for any particular Stage of the Development Area shall be considered complete unless and until:

- (a) the Municipal Improvement has been fully constructed and installed in accordance with the accepted Plans;
- (b) the Municipal Improvement has been constructed and installed in accordance with the Design Standards and accepted engineering and constructed practices;
- (c) all testing has been completed and the results accepted by the County;
- (d) all easements, utility rights-of-way and restrictive covenants have been registered in a form acceptable to the County;
- (e) all Public Properties which have been disturbed or damaged have been fully restored by the Developer;

- (f) the Municipal Improvement is suitable for the purpose intended;
- (g) the Developer has provided the County with any applicable operation plans, operation manuals or maintenance manuals, for the Municipal Improvements having special operation or maintenance requirements; and
- (h) the Developer has provided the County with the actual costs and sufficient supporting documentation of all Municipal Improvements located on, in or under Public Properties (including utility rights-of-way and easements) in order that the County is able to meet its accounting and reporting requirements for the acquisition of Tangible Capital Assets. Sufficiency of supporting documentation and costs information shall be determined by the County and its auditors.

9.2 When the Developer claims that the Municipal Improvements, or any of them, for a particular Stage of the Development Area have been constructed and installed in accordance with the requirements of this Agreement (including but not limited to those requirements and items listed in paragraph 9.1 above), then the Developer shall give notice in writing of such claimed completion to the County.

9.3 Within THIRTY (30) days of receipt of such claim of completion, the County shall undertake an inspection of the Municipal Improvements and the County will notify the Developer in writing of its acceptance (by the issuance of a Construction Completion Certificate) or rejection of the Municipal Improvements, or any of them.

9.4 Notwithstanding paragraph 9.3, the County may give notice to the Developer of the County's inability to conduct an inspection within the said THIRTY (30) days due to adverse site or weather conditions, and in such an event the time limit for such an inspection shall be extended until THIRTY (30) days following the elimination of such adverse site or weather conditions.

9.5 It is understood and agreed between the Developer and the County that the notices required under paragraphs 9.2 and 9.3 shall be given only between the County and the Developer and in no event shall either the County or the Developer give such notices through any contractor or sub trade which may be engaged by the Developer in the construction of the Municipal Improvements.

9.6 In the event that any inspection contemplated in paragraph 9.3 or 9.4 reveals any deficiencies (ordinary wear and tear excepted) in relation to the particular Municipal Improvements, or portion thereof, the County may refuse to issue a Construction Completion Certificate for such Municipal Improvements, or portion thereof, and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements. Upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request a further inspection and issuance of a Construction Completion Certificate.

9.7 It is understood and agreed between the Developer and the County that the County shall be at liberty in its sole discretion to issue a written conditional Construction Completion Certificate for all or a portion of any particular Municipal Improvements and such Certificate shall be conditional upon the completion of minor deficiencies by the Developer within a time specified by the County; PROVIDED, that the commencement of the Guarantee Period in relation to any such deficiency, if rectified within THIRTY (30) days, shall be back dated to the date of the said conditional Construction Completion Certificate; AND PROVIDED FURTHER, that the Guarantee Period in relation to any such deficiency, if not rectified within the said THIRTY (30) days, shall not commence until such time as such deficiency has been rectified by the Developer and received acceptance of the County in accordance with this Agreement.

9.8 Not more than SIXTY (60) days nor less than THIRTY (30) days prior to the expiration of any Guarantee Period for any Municipal Improvements, or portion thereof, the Developer shall give notice to the County of expiration of the Guarantee Period for the particular Municipal Improvements, or portion thereof, and the Developer shall request a Final Acceptance Certificate in respect to the particular Municipal Improvements, or portion thereof.

9.9 Within THIRTY (30) days of the receipt by the County of a request for a Final Acceptance, the County shall undertake an inspection of the affected Municipal Improvements, or portion thereof, and the County shall within the said THIRTY (30) days advise the Developer in writing of any deficiencies (ordinary wear and tear excepted) in relation to the particular Municipal Improvements, or portion thereof; PROVIDED, that the provisions of paragraph 9.4 shall also apply to any request for the issuance of a Final Acceptance Certificate.

9.10 In the event that any inspection contemplated in paragraph 9.9 reveals any deficiencies (ordinary wear and tear excepted) in relation to the particular Municipal Improvements, or portion thereof, the County may refuse to issue the Final Acceptance Certificate of such Municipal Improvements, or portion thereof, and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements. Upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request that a further inspection and issuance of a Final Acceptance Certificate.

9.11 In the event that any inspection contemplated in paragraph 9.9 reveals that there are no deficiencies in relation to the particular Municipal Improvements, or portion thereof, the County shall issue in writing its Final Acceptance Certificate for the particular Municipal Improvements, or portion thereof.

9.12 It is understood between the County and the Developer that the County shall be at liberty to issue a conditional Final Acceptance Certificate of all or a portion of any particular Municipal Improvement and such acceptance shall be conditional upon the completion of minor deficiencies by the Developer within THIRTY (30) days.

9.13 Upon the issuance of a Construction Completion Certificate by the County for the Municipal Improvements, or any portion of the Municipal Improvements as provided herein, the Developer hereby acknowledges that all right, title and interest in all Municipal Improvements (excluding facilities owned by private utility companies) located on or under Public Properties (including easement areas) vests in the County without any cost or expense to the County therefor, and the said Municipal Improvements shall become the property of the County.

9.14 Notwithstanding anything contained in this Agreement to the contrary, the Developer acknowledges and agrees that the Guarantee Period for the Municipal Improvements, or any portion thereof, shall not expire before the issuance of a Final Acceptance Certificate in respect to the particular Municipal Improvements, or portion thereof, by the County to the Developer; PROVIDED, that in the event that either party refers to arbitration the Developer's right to the issuance of a Final Acceptance Certificate in respect to a particular Municipal Improvements, or portion thereof, the arbitrator shall, in accordance with the terms of this Agreement, determine the date upon which any such Final Acceptance Certificate is to be effective.

9.15 Following the issuance of a Construction Completion Certificate for the Municipal Improvements, the County agrees that it shall assume the normal operation and maintenance (excluding repairs or matters arising from inadequate or deficient design or construction) of such Municipal Improvements excluding landscaping, fencing and facilities owned by private utility companies.

9.16 The County and the Developer agree, notwithstanding the issuance of a Final Acceptance Certificate for the Municipal Improvements or any of them, that the Developer shall be responsible, for a period of FIVE (5) years following the issuance of a Final Acceptance Certificate for the Municipal Improvements or any of them, to repair or replace any of the Municipal Improvements where there were any hidden or latent defects (which were reasonably not detected by inspections or tests actually undertaken) in any of the Municipal Improvements which are causally connected to the performance or non-performance of the obligations of the Developer under this Agreement and were not discovered prior to the issuance of the Final Acceptance Certificate. In the event of a dispute regarding this provision, and in addition to the Section 21 on arbitration, the parties may mutually agree to resolve any dispute under this provision by means of mutually hiring an independent engineering firm to determine causation of hidden or latent defects in any Municipal Improvements installed and constructed pursuant to this Agreement.

10. MAINTENANCE OF MUNICIPAL IMPROVEMENTS BY DEVELOPER

10.1 The Guarantee Period in respect to any of the separate Municipal Improvements shall commence with the County's written Construction Completion Certificate for any such Municipal Improvements in good condition and repair (ordinary wear and tear excepted), and the Developer shall, subject to paragraph 9.15, repair or replace the whole or any portion thereof during such Guarantee Period where such repair or replacement is required, as determined by the County, as a result of any cause other than the neglect by the County, its servants, agents or contractors in the use and operation thereof.

10.2 The Developer acknowledges and agrees that prior to the issuance of a Final Acceptance Certificate for any landscaping work, or portion thereof, the County shall be entitled to require the Developer to replace any trees, shrubs or grass which may have died or failed to achieve proper growth, as determined by the County in its

discretion; AND FURTHER, the County shall be entitled to require the replacement or repair of any other landscaping works such as berming, rip rap, noise attenuation fencing or screen fencing which is not in accordance with the Plans as a result of any cause other than neglect by the County, its servants, agents or contractors in the use and operation thereof.

10.3 The Developer covenants that it shall fully comply with the Design and Construction Standards and accepted engineering and construction practices, in undertaking and completing the repair or replacement of any of the Municipal Improvements pursuant to the requirements of this Section.

10.4 The County and the Developer agree that during the Guarantee Period that the County shall perform the normal maintenance requirements of the County respecting the cleaning and flushing of sanitary sewers; PROVIDED, that the County's costs and expenses of the final cleaning and the removal of obstructions, immediately prior to the issuance of the Final Acceptance Certificate, shall be paid by the Developer to the County before the Final Acceptance Certificate is issued.

10.5 Without limiting any of the foregoing, maintenance for which the Developer shall be responsible shall include, but not be limited to, failure of or damage to the underground Municipal Improvements resulting from defective materials or improper installation or workmanship, settlement of ditches, grading, gravelling and oiling, removal of debris and mud, repairs or replacement of road and lane surfaces, sidewalks, curbs, and gutters, catch basins and leads, road surfaces constructed by the Developer or its contractor, adjustment and repairs to water mains, main valves, water hydrants, hydrant valves, service lines and valves and valve operating mechanisms; repairs, replacements and adjustments to sewer mains, sewer services, manholes, manhole frames and covers, but shall not include ordinary wear and tear. The Developer covenants that during the Guarantee Period that the Developer shall be responsible, at the Developer's own cost and expense, for adjusting and maintaining all hydrants, valve boxes (for both hydrants and mains) manholes and catch basins and appurtenances thereto and any crack filling of roadways until the County has issued the Final Acceptance Certificate for all aspects of roadway improvements.

10.6 The Developer covenants and agrees that in the event that the County is of the opinion that any repair or replacement required during the Guarantee Period is of a major nature, the County shall be entitled, in its discretion, to require a further full Guarantee Period for the particular Municipal Improvement, or portion thereof, and such further Guarantee Period shall commence upon the County issuing a Construction Completion Certificate for the repair or replacement work.

11. USE OF PUBLIC PROPERTIES IN THE PERFORMANCE OF THE WORK

11.1 The County hereby grants to the Developer the right, permission and power to use, break up, dig, trench, or excavate in the public highways, streets, roads, lanes, boulevards, parks and similar Public Places under the control of the County, within or adjacent to the Development Area, and otherwise to do such work therein and thereon as may be necessary from time to time to construct, develop, erect, lay, operate, maintain, repair, extend, relay and remove any Municipal Improvements forming part of the work of the Developer, as may be necessary for the purpose of this Agreement, PROVIDED:

- (a) That not less than ten (10) days prior to the date that the Developer intends to enter upon any Public Property (except in the case of emergency repair work) the Developer shall provide to the County detailed written proposals, for acceptance by the County, for the work to be done within any such property, including:
  - (i) a specific work schedule and procedures proposed to be followed;
  - (ii) detailed engineering drawings of all connections to existing municipal services;
  - (iii) provisions to be implemented for temporary access and services;
  - (iv) road closures and detours to be utilized, including a detailed signage and barricading plan;
  - (v) form and schedule of notification and public relation strategy to be utilized.
- (b) No such work shall be commenced prior to the Developer obtaining the written consent of the County to enter upon such Public

Properties; and the County shall not unreasonably delay or withhold such written consent;

- (c) That the Developer shall do as little damage as possible in the performance of such work, and will cause as little obstruction to such Public Properties as possible;
- (d) That upon completion of such work the Developer shall restore all such Public Properties to a condition and state of repair equivalent to that which prevailed prior to the performance of such work, including, where necessary, the re planting or replacement of trees and shrubs, and shall maintain such restored portions of such Public Properties, including such replaced or re planted trees and shrubs, for a period of TWO (2) years thereafter, ordinary wear and tear excepted; and
- (e) That the Developer shall indemnify and save harmless the County from and against all losses, costs, claims, suits or demands of any nature (including all legal costs and disbursements on a solicitor and client basis) which may arise by reason of the performance of work by the Developer.

## 12. UTILITY EASEMENTS

12.1 The Plans, as accepted by the County, shall designate rights of way of widths adequate to the needs of the County and utility companies, for the construction and installation of Municipal Improvements and services, natural gas, power, and telephone service to the Development Area, and for storm drainage systems, and shall be of a width and in such locations as required by the County.

12.2 Upon registration of a Plan of Subdivision, and prior to the transfer of title of any lots within the Development Area covered by the Plan of Subdivision, the Developer shall grant to the County easements or utility rights of way for such purposes and shall register or cause to be registered such easements or utility rights of way contemporaneously with the registration of the Plan of Subdivision.

12.3 The Developer shall within ONE (1) month of registration of the Plan of Subdivision, and prior to the transfer of title of any lots within the Development Area, provide to the County proof of the registration of all easements, encroachment agreements and utility rights-of-way required by the County.

12.4 The Developer agrees that the easements and utility rights of way shall be a first charge (excepting other easements and utility rights-of-way) and that the Developer shall obtain and register postponements of all liens, charges and encumbrances in favour of the easements unless the County otherwise agrees.

12.5 Such easements or utility rights of way shall provide that the County shall have the right either:

- (a) to assign all or any parts of the rights thereby granted to operators of the respective utilities; or
- (b) to grant permits or licenses to install, repair and replace gas, power and telephone lines, and all drainage systems.

12.6 The Developer covenants that it shall register or cause to be registered against the Development Area or other lands controlled by the Developer, in a form acceptable to the County, restrictive covenants and other instruments which are required by any subdivision approval for the Development Area or otherwise required under the terms of this Agreement.

12.7 The Developer hereby grants, conveys, transfers and sets over to and unto the County, its servants, agents, contractors, successors, assigns and licensees:

- (a) the right, license, liberty, privilege and easement across, over, under, on and through all of the Lands, described within Schedule "A" of this Agreement, for the purposes of laying down, installing, constructing, operating, inspecting, maintaining, repairing, replacing, altering, removing and reconstructing from time to time sanitary sewer, storm sewer, drainage, water, gas, electrical, telephone, telecommunications, and cable television lines, services or distribution systems, and temporary roadways, together with any and all appurtenances incidental or necessary in relation to the above, together with the right of ingress and egress over the Lands with vehicles, supplies and equipment for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights and privileges granted within this Agreement; and
- (b) the dedication of all roads shown within the subdivision approval for the Lands, as amended by this Agreement or the Plans subsequently accepted by the County, which dedications may be

registered at any time by the County by road plan in accordance with Section 62 of the *Municipal Government Act* (Alberta).

The grant of the right of way provided above is and shall be for as long as is necessary for the County and is intended to be a covenant that runs with the Lands, until such time as the Plan of Subdivision and/or any applicable and required public utility lots, easements, road allowances and utility rights-of-way have been registered with the Land Titles Office, and shall survive the termination of this Agreement.

13. MUNICIPAL SERVICES

13.1 As lots are developed in parts of the Development Area, the County will provide thereto, as required, subject to the terms of this Agreement, all municipal services which are normally supplied to all other similar parts of the County and to the same standards and costs, subject to such limitations that may be imposed by reason of the progress of the Developer's work or the availability of such services.

13.2 The Developer shall, at all times after any premises are occupied and used, provide and ensure continuous roadway access to such occupied premises.

13.3 The Developer acknowledges and agrees that if any portion of the Development Area is subdivided by way of condominium plan rather than conventional subdivision plan, the County is not obliged to provide its regular services within that portion of the Development Area. Without limiting the generality of the foregoing, the County will not be obliged to provide services (including provision of public utilities, garbage removal or maintenance of internal access roads) to any portion of lands that is within the boundaries of the Condominium Plan.

13.4 The Developer covenants and agrees to be responsible for and pay all tolls, rates and fees applicable to street lighting within the Development Area and to be responsible for and to pay for all street cleaning, snow removal and street sweeping within the Development Area upon the following terms and conditions:

- (a) the Developer shall within FIFTEEN (15) days of being invoiced by the County, pay to the County any costs incurred by the County for outside forces in connection with street lighting, street cleaning, snow removal or street sweeping;

- (b) where County work forces and equipment are used to provide any such services, the costs to be charged back to the Developer shall be calculated at the existing hourly rates for equipment and labour and the cost of employee benefits then utilized by the County plus an additional FIFTEEN (15) percent of all such costs to cover the administrative and overhead costs incurred by the County;
- (c) the obligation shall cease and determine on January 1<sup>st</sup> of the year following the year during which the Construction Completion Certificate was issued for the particular Stage of the Development Area;
- (d) following issuance of a Construction Completion Certificate for the Municipal Improvements, the County agrees that it shall assume the normal operation and maintenance (excluding repairs or matters arising from inadequate or deficient design or construction) of such Municipal Improvements excluding landscaping, fencing and facilities owned by private utility companies.

#### 14. FENCING

14.1 The Developer shall, at its own expense, construct fences ("Uniform Fencing") of the type hereinafter referred to where required, including public utility lots and walkways, and as shown on Schedule "B" of this Agreement, by the County in conjunction with the development of the Development Area.

14.2 All Uniform Fencing to be constructed by the Developer pursuant to the requirements hereof shall be of uniform design and the design and construction thereof shall be subject to the acceptance of the County.

14.3 Any Uniform Fencing as contemplated herein which is wholly located upon Public Properties and does not abut upon other properties, shall be maintained by the Developer during the Guarantee Period as provided in this Agreement.

14.4 Any Uniform Fencing that is intended to separate Public Properties from other lands shall be constructed wholly upon such other lands and shall not be constructed on the boundary line between the Public Properties and the other lands.

14.5 Any Uniform Fencing that is not wholly located upon Public Properties shall be maintained by the Developer until issuance of a Final Acceptance Certificate for the Uniform Fencing, and thereafter shall be maintained by the owners of the properties

upon which the Uniform Fencing is located, and further, in order to ensure the maintenance obligations of such owners, the Developer shall, prior to selling or transferring any such properties, register against such properties a restrictive covenant, in a form acceptable to the County, which shall impose such maintenance obligations upon the future owners of such properties.

15. MAINTENANCE OF BOULEVARDS AND OTHER PUBLIC AREAS

15.1 The Developer shall be responsible, at the Developer's expense, save as hereinafter specifically limited, to maintain the Developer's lands and all Public Properties within the Development Area in such condition as may be reasonably required by the County, by mowing grass thereon, and eliminating weeds, refuse, litter and undesirable vegetation.

15.2 Where the Developer has sold a lot and transferred possession within the Development Area, the Developer's obligations under paragraph 15.1, in respect only to such lot, shall cease and determine.

15.3 The Developer covenants and agrees that it shall, at the Developer's own cost and expense, be responsible for the cleanup and removal of all construction debris, weeds, foreign material and dirt from all public properties, including roadways, within and adjacent to the Development Area, subject to the following conditions:

- (a) it shall be the responsibility of the Developer to monitor the condition of Public Properties and take immediate action as necessary to comply with the provisions of this paragraph;
- (b) in the event that the County considers that any cleanup or removal of construction debris, weeds, foreign material or dirt is required, the Developer shall, within FORTY-EIGHT (48) hours of receiving notice from the County, take all necessary action as determined by the County, failing which, the County may take action and charge back all costs and expenses to the Developer;
- (c) the Developer's obligations under this paragraph shall cease and determine when housing construction has been completed on NINETY-FIVE (95%) percent of the lots within the Development Area.

15.4 The County shall assume the normal maintenance of all other Public Properties which have been landscaped, such as parks, buffer strips, and the like, after

satisfactory germination and establishment of grass sown by the Developer on such Public Properties, and after issuance of the Final Acceptance Certificate for all landscaping.

16. SHARING OF SERVICING COSTS

16.1 The Developer recognizes and agrees that the development within the Development Area will benefit from the oversizing or construction of Municipal Improvements which have been or will be constructed by parties other than the Developer in areas adjacent to the Development Area and in other benefiting areas, and therefore, the Developer agrees that it shall bear and pay its proportionate share of such other Municipal Improvements as determined in the discretion of the County. Unless otherwise specifically provided within Schedule "D" attached to this Agreement, the Developer's proportionate share of existing or currently contemplated oversizing or construction of Municipal Improvements for any Stage of the Development Area shall be calculated and paid upon the submission for registration of a Plan of Subdivision for that particular Stage of the Development Area and prior to the sale of any lots covered by that Plan of Subdivision.

16.2 In the event that the Developer's proportionate share of existing or currently contemplated oversizing or construction of Municipal Improvements by parties other than the Developer is capable of being determined as of the date of this Agreement, the Developer's proportionate share for such existing or currently contemplated oversizing shall be as shown within Schedule "D" attached to this Agreement. Otherwise, the method of calculating the Developer's proportionate share of such Municipal Improvements constructed by other parties shall be determined solely by the County in accordance with good engineering and construction practices, the provisions of any relevant bylaws of the County and in accordance with any agreements which the County has entered into, or may enter into, with contractors, other developers or other persons in respect to the construction of such Municipal Improvements.

16.3 Nothing in this Agreement shall preclude the County from levying in a lawful manner any special frontage assessment or uniform unit rate assessment or special local benefit assessment against land in the Development Area for the construction, expansion or extension of Municipal Improvements, other than such

Municipal Improvements or portions of such Municipal Improvements, which are covered by the provisions of this Section 16.

16.4 The Developer, in constructing the Municipal Improvements as contemplated herein, shall bear the costs of oversizing and extending Municipal Improvements that are designed and are to be installed to accommodate future developments on land adjacent to the Development Area and other benefitting areas, and shall design, construct and install the Municipal Improvements so that such future developments can utilize or benefit from such oversizing or extensions.

16.5 The costs of designing and constructing the oversizing or extensions contemplated in paragraph 16.4 shall be shared costs ("Shared Costs") and the County and the Developer acknowledge that the Developer shall be entitled to recover such Shared Costs in accordance with this Agreement. The County's requirements for oversizing or extensions of Municipal Improvements shall be evidenced within the additional provisions contained within Schedule "D" attached to this Agreement, within the Design and Construction Standards, or otherwise required to be shown within the Developer's Plans at the time of the County's review and approval. The costs of the oversizing or extensions contemplated in this paragraph shall be Shared Costs and the County and the Developer acknowledge that the Developer shall be entitled to recover such Shared Costs in accordance with this Agreement.

16.6 The County shall not be responsible for payment of any portion of the Shared Costs, except as may be specifically provided elsewhere in this Agreement, or except in respect to lands owned or acquired by the County, but the County shall use reasonable efforts to give such assistance to the Developer as it can legally give in the recovery of Shared Costs by making it a term of any Development Agreement between the County and owners of any future benefitting developments that such owners pay their proportionate share of such Shared Costs to the Developer and by requiring payment of the same by such owners as a condition of the use of the Municipal Improvements or as a condition of the approval of any development applications.

16.7 The Developer shall, so soon as reasonably possible, provide the County with the details of the costs of oversizing or extension of the Municipal Improvements that accommodate future development on land adjacent to the Development Area and

in other benefitting areas for acceptance by the County, and upon the County approving the said details, the same shall govern for the purpose of determining the amount of Shared Costs to be paid by such benefitting owners pursuant to paragraph 16.6.

16.8 The County agrees that in the event any land adjacent to the Development Area and in other benefitting areas which may benefit from the Municipal Improvements oversized or extended by the Developer, is intended to be developed and the County is advised of any such development, the County will endeavour to notify the Developer in writing of the intended development. The Developer agrees that upon notice of such intended development being sent by the County, the Developer shall notify the County in writing of any claims it has in writing under this Agreement for recovery of Shared Costs with detailed calculations setting out the amount claimed by the Developer. Until such notice has been delivered by the Developer to the County, the County shall not be required to request from the owners of adjacent lands the payment to the Developer of the Shared Costs attributable to the lands intended to be developed. Upon receipt of any such notice from the Developer to the County, the County will take the steps contemplated by this Agreement to facilitate the recovery by the Developer of the applicable Shared Costs.

16.9 The County agrees that in calculating any Shared Costs payable to the Developer, the Developer may include interest, calculated from the date of the issuance of Construction Completion Certificates of all of the Municipal Improvements, compounded annually, at the Prime Rate plus ONE (1%) percent; PROVIDED, that interest shall cease to accrue FIVE (5) years from the date of the issuance of Construction Completion Certificates for all of the Municipal Improvements.

16.10 For purposes of calculating interest payable under paragraph 16.9, the Prime Rate established on the first business day of a particular month shall be utilized and shall be deemed to be the Prime Rate for that entire month.

16.11 Notwithstanding anything to the contrary contained herein, in the event that the County estimates, in its sole discretion, that the costs and expenses of constructing new or alternate Municipal Improvements (or any of them) are less than the amounts payable to the Developer as Shared Costs (including interest charges) by owners of any benefitting lands, THEN the Developer shall be entitled to recover from the owner of any such benefitting lands only that owner's proportionate share of the

estimated costs and expenses of constructing the new or alternate Municipal Improvements (or any of them).

16.12 In the event that there is a dispute between the Developer and the developer/owner of the adjacent lands considered to benefit from the oversized or extended Municipal Improvements as to the amount of benefit or the amount determined to its proportionate share of the costs of constructing and installing the oversized or extended Municipal Improvements, the County, at its option, may require that the dispute be arbitrated between the Developer and the benefiting developer/owner of the adjacent lands. The County shall have the option to, but shall not be obligated to, participate as a party or otherwise in such arbitration. In either event, the County agrees to endeavour to assist in the recovery of the amount, if any, of the Shared Costs as determined by the arbitrator.

16.13 The Parties acknowledge and agree that there exists the potential for significant passage of time between the development of the Development Area and the development of other properties, as well as the corresponding potential for change in development and servicing needs in the near and long term (including, without restriction, alternative servicing based upon proper planning and servicing principles, some oversized or extended Municipal Improvements becoming obsolete or require replacement or renewal prior to payment of all potential proportionate shares by other developers). For these and other reasons (including, without restriction, the simple lack of further and other development in general), there shall always exist the potential for adjacent or other lands never becoming benefited by some or all oversized or extended Municipal Improvements. Consequently, and notwithstanding the foregoing and anything to the contrary contained within this Agreement, the County cannot and will not guarantee eventual recovery of proportionate shares of oversizing costs.

## 17. LEVIES AND FEES

17.1 The Developer agrees that the Development Area will benefit from new or expanded off-site water, sanitary sewer, roadway and storm drainage facilities which will be utilized to provide municipal services to the Development Area, and accordingly, the Developer covenants and agrees to pay to the County off-site levies as established by the County.

17.2 The Developer covenants and agrees that the off-site levies currently established by the County and payable by the Developer to the County are the amounts specified in Schedule "F" of this Agreement and that off-site levies, subject to paragraph 17.3, shall be paid in accordance with the following provisions:

- (a) the County shall, in the manner the County considers equitable, distribute the total amount of the off-site levies specified in Schedule "F" (which are determined on the basis of gross hectares) amongst the parcels within the particular Stage (excluding any lands to be owned by the County) so that a specified amount shall be attributed to each parcel within the particular Stage;
- (b) subject to clauses (c) and (d), the off-site levy for each parcel shall be payable when the parcel is transferred by the Developer to a third party or when an application for a Development Permit is received by the County to construct a building within the parcel, whichever first occurs;
- (c) all unpaid off-site levies for the first Stage of the Development Area shall be paid by the Developer to the County on the date ONE (1) year following the date of the execution of this Agreement;
- (d) all unpaid off-site levies for the second or any subsequent Stage of the Development Area shall be paid by the Developer to the County ONE (1) year following the date upon which the Developer commences the construction and installation of the Municipal Improvements for the particular Stage.

17.3 The Developer acknowledges that the amounts of the off-site levies specified in Schedule "F" are subject to adjustment by the County and the Developer and the County further covenant and agree that the following provisions shall apply:

- (a) that in the event that the Developer has commenced the construction and installation of the Municipal Improvements for the first Stage of the Development Area within ONE (1) year of the execution of this Agreement, the amounts of the off-site levies payable by the Developer shall be the amounts applicable in the calendar year in which this Agreement was executed;
- (b) that in the event that the Developer has not commenced the construction and installation of the Municipal Improvements for the first Stage of the Development Area within ONE (1) year of the execution of this Agreement, then the amounts of the off-site levies payable by the Developer shall be the amounts applicable in the

calendar year in which the Developer commences the construction and installation of the Municipal Improvements for the first Stage of the Development Area;

- (c) that for purposes of clause (b), the Developer shall make a payment to the County in accordance with clause 17.2(c) and further payments in accordance with clause (d) on the basis that the total off-site levies payable by the Developer shall be the off-site levies applicable in the calendar year in which the Developer commences the construction and installation of the Municipal Improvements for the first Stage of the Development Area or second or subsequent Stage of the Development Area, as the case may be;
- (d) that in the event that at the time of the payment of an off-site levy for any Stage of the Development Area becomes payable, the County has not as yet established the off-site levies for the applicable calendar year:
  - (i) the Developer, at the time a payment is required, shall pay to the County for the particular parcel an amount equal to the greater of:
    - (a) the off-site levy based upon the amounts specified in Schedule "F" and allocated in accordance with paragraph 17.2; or
    - (b) the off-site levy based upon the amounts established for the previous calendar year and allocated in accordance with paragraph 17.2;
  - (ii) within THIRTY (30) days of the new off-site levies being established by the County for the applicable calendar year, and the amount of the off-site levies being allocated to the various parcels as contemplated in paragraph 17.2, the amount of the off-site levy for each parcel shall be adjusted upward or downward and the difference shall be paid by the Developer to the County, or paid by the County to the Developer, as the case may be;
- (e) that the amount of the off-site levies shall only be adjusted in accordance with the provisions of the County's off-site levy by-law which shall be a by-law of general application which shall establish the various off-site levies applicable within the County.

17.4 Inasmuch as the County will incur costs and expenses in the checking of the Plans for the Municipal Improvements and costs and expenses for the testing and inspection of the Municipal Improvements, and inasmuch as such costs and expenses are properly part of the costs of constructing and installing the Municipal Improvements and should properly be borne by the Developer, the County and the Developer agree:

- (a) for the lands covered by the first Stage of the Development Area, the Developer shall, upon the execution of this Agreement, pay to the County, subject to adjustment as provided herein, approval and inspection fees as set forth in Schedule "F" for each hectare within the gross area of the first Stage of the Development Area;
- (b) for the lands covered by subsequent Stages of the Development Area, the Developer shall, prior to the commencement of construction and installation of any Municipal Improvements within any Stages, pay to the County approval and inspection fees calculated at the rate per hectare, for the gross area of subsequent Stages, established by County Council for all new residential subdivisions at the time the County accepts Plans for the underground Municipal Improvements within the subsequent Stages.

17.5 The Developer acknowledges that the amount of the approval and inspection fees specified in Schedule "F" are subject to adjustment by the County and the Developer and the County further covenant and agree that the following provisions shall apply:

- (a) that in the event that at the time of the payment of the approval and inspection fees for any Stage of the Development Area the County has not as yet established the approval and inspection fees for the applicable calendar year:
  - (i) the Developer, at the time a payment is required, shall pay to the County, for the particular Stage, an amount equal to the greater of:
    - (a) the approval and inspection fees calculated on the basis of the rate per gross hectare specified in Schedule "F"; or
    - (b) the approval and inspection fees calculated on the basis of the rate per gross hectare established by the County for the previous calendar year;

- (ii) within THIRTY (30) days of the new approval and inspection fees being established by the County for the applicable calendar year, the amount of the payment for the particular Stage shall be adjusted upwards or downwards and the difference shall be paid by the Developer to the County, or paid by the County to the Developer, as the case may be;
- (b) that the amount of the approval and inspection fees shall only be adjusted so that the new approval and inspection fees are of general application within the County.

17.6 The Developer acknowledges and agrees that the development of the Development Area, as well as the development of other new residential areas adjacent to the Development Area, will result in the County being required to construct and install major recreation facilities, and further, that the major recreation facilities will be of primary benefit to the new residential areas of Sherwood Park, including the Development Area, and not the existing built-up areas (pre 1984) of Sherwood Park.

17.7 Inasmuch as the development of the Development Area will be responsible, in part, for the County being required to construct and install the said major recreation facilities, the Developer covenants and agrees that it shall contribute its proportionate share of the costs and expenses in the amounts and at the times hereinafter provided.

17.8 Subject to adjustment as provided herein, the amount which shall be paid by the Developer to the County for major recreation facilities, as set forth in Schedule "F" of this Agreement, shall be an amount equal to EIGHT HUNDRED AND TWENTY-FIVE (\$825.00) DOLLARS for each allowable residential dwelling unit which can be constructed within the Development Area.

17.9 The Developer covenants and agrees that it shall pay its proportionate share of the major recreation facilities in each Stage, and subject to adjustment as provided herein, in installments as follows:

- (a) on January 31<sup>st</sup> following the execution of this Agreement, the County shall issue to the Developer an invoice for an amount equal to EIGHT HUNDRED AND TWENTY-FIVE (\$825.00) DOLLARS for each residential dwelling unit within the Development Area for which a development permit has been issued in the preceding TWELVE (12) months;

- (b) on January 31<sup>st</sup> in the second year following the execution of this Agreement, the County shall issue to the Developer an invoice for an amount equal to EIGHT HUNDRED AND TWENTY-FIVE (\$825.00) DOLLARS for each residential dwelling unit within the Development Area for which a development permit has been issued subsequent to the invoice issued pursuant to clause (a);
- (c) on January 31<sup>st</sup> in the third year following the execution of this Agreement, the County shall issue to the Developer an invoice for an amount equal to EIGHT HUNDRED AND TWENTY-FIVE (\$825.00) DOLLARS for each allowable residential dwelling unit within the Development Area, less the amounts invoiced pursuant to clauses (a) and (b);
- (d) the Developer shall, within THIRTY (30) days of the issuance of an invoice pursuant to clauses (a), (b) and (c), pay to the County the amount specified in the particular invoice.

17.10 For purposes of calculating the allowable number of residential dwelling units and calculating the amounts of the Developer's proportionate share of the costs of the major recreation facilities, the following provisions shall govern:

- (a) the allowable number of residential dwelling units shall be calculated on the basis of the allowable maximum residential densities under the County's Land Use By-law;
- (b) for vacant multiple family sites, subject to the further provisions of this Section hereinafter set forth, the allowable number of residential dwelling units for the particular site shall be calculated on the basis of the maximum allowable density under the County's Land Use By-law for the district designation of the particular site at the time of invoicing for the particular site;
- (c) in the event that a multiple family site, or portion thereof, has been developed for residential purposes at the time of invoicing for the particular site, the allowable number of residential dwelling units for the particular site, or portion thereof, shall be calculated on the basis of the actual number of residential dwelling units within the particular site or portion thereof;
- (d) in the event that the Developer has made payment for a vacant multiple family site, and in the further event that the particular site, or portion thereof, is developed for residential purposes (with actual construction of the dwelling units being substantially completed) within FIVE (5) years of the effective date of this

Agreement, then the payment for the particular site shall be adjusted to reflect the actual number of residential dwelling units within the particular site or portion thereof;

- (e) in the event that the Developer has made payment for a vacant multiple family site, and in the further event that the particular site, or portion thereof, is re-districted, within FIVE (5) years of the date of this Agreement, to a new district designation under the County's Land Use By-law which has a higher permissible density, then the payment for the particular site, or portion thereof, shall be adjusted to reflect the new allowable number of residential dwelling units for the particular site or portion thereof;
- (f) in the event that TWO (2) or more single family sites are consolidated and redistricted to a multiple family site within FIVE (5) years of the date of this Agreement, then the provisions of clause (b) shall apply;
- (g) in the event that any lands within the Development Area which are not designated for residential use are re-districted under the County's Land Use By-law, within FIVE (5) years of the date of this Agreement, to a residential district, then those lands shall be subject to the provisions of this Agreement relating to the payment by the Developer of the Developer's proportionate share of the major recreation facilities;
- (h) in the event that a payment adjustment is required pursuant to clause (d), then the County shall pay to the Developer, or the Developer shall pay to the County, as the case may be, the amount of the payment adjustment within THIRTY (30) days of the first occupancy of a residential dwelling unit within the particular site or portion thereof;
- (i) in the event that a payment adjustment is required pursuant to clause (e), then the Developer shall make the additional payment to the County within THIRTY (30) days of the third reading of the By-law re districting the particular site or portion thereof;
- (j) in the event that any lands within the Development Area are redistricted as contemplated in clause (f), then the Developer shall pay to the County, within THIRTY (30) days of third reading of the redistricting by-law, an amount equal to EIGHT HUNDRED AND

TWENTY-FIVE (\$825.00) DOLLARS for each additional allowable residential dwelling unit within the lands which are redistricted;

- (k) in the event that any lands within the Development Area are re-districted as contemplated in clause (g), then the Developer shall pay to the County, within THIRTY (30) days of third reading of the re districting by-law, an amount equal to EIGHT HUNDRED AND TWENTY-FIVE (\$825.00) DOLLARS for each additional allowable residential dwelling unit within the lands which are re-districted.

17.11 The Developer acknowledges that the amount of the payment for each allowable residential dwelling unit as specified in Schedule "F" and paragraphs 17.10 to 17.12 inclusive is based upon the amounts currently prescribed in the County's Major Recreation Facility Funding Policy and the Developer and the County agree:

- (a) that the County shall have the right, for purposes of each calendar year, to amend the County's Major Recreation Facility Funding Policy and adjust or change the amount payable for each allowable residential dwelling unit; PROVIDED, that any such adjustment or change shall be of general application within the urban service area of the County;
- (b) that when a payment is required to be made pursuant to this Agreement, the amount of the payment shall be calculated on the basis of the then rate per dwelling unit prevailing for that year pursuant to the County's Major Recreation Facility Funding Policy.

17.12 In respect to all payments by the Developer for the Developer's proportionate share of the major recreation facilities to be constructed by the County, the County agrees that all funds thereby obtained from the Developer shall be used only in accordance with the County's Major Recreation Facility Funding Policy and any amendments to that Policy adopted from time to time by the County.

## 18. INTEREST ON MONIES OWED TO THE COUNTY

18.1 Except as otherwise specifically provided in this Agreement, all sums or monies owed by the Developer to the County shall bear interest calculated semi-annually and calculated from the date upon which such sum or monies are due and payable and such interest shall be calculated at a rate per annum equal to the Prime Rate plus TWO (2%) percent and such interest rate shall be adjusted from time to time in accordance with any change to the Prime Rate.

18.2 For purposes of calculating interest under paragraph 18.1, the Prime Rate established on the first business day of a particular month shall be utilized and shall be deemed to be the Prime Rate for that entire month.

18.3 In the event that the County, pursuant to this Agreement, is holding any monies, for the purposes of security, belonging to the Developer, the County shall invest such monies and upon the County returning such monies, the Developer shall be entitled to both the principal amount and interest accrued at the County's previous month's weighted average rate of return on investments, less ONE HALF ( $\frac{1}{2}$ ) percent compounded annually (less any amounts lawfully owing from the Developer to the County).

19. AMOUNTS PAYABLE UNDER THIS AGREEMENT

19.1 The Developer acknowledges and agrees that the County and the Developer are properly and legally entitled to make provision in this Agreement, for the purposes specified herein, for the payment by the Developer to the County of the various sums prescribed in this Agreement, AND FURTHER:

- (a) The Developer acknowledges and agrees that the Agreement by the Developer to pay the said sums is an inducement offered by the Developer to the County to enter into this Agreement;
- (b) The Developer acknowledges that the County has agreed to enter into this Agreement on the representation and agreement by the Developer to pay to the County the sums specified in this Agreement;
- (c) The Developer agrees that the County is fully entitled in law to recover from the Developer the sums specified in this Agreement;
- (d) The Developer hereby waives for itself and its successors and assigns any and all rights, defences, actions, causes of action, claims, demands, suits and proceedings of any nature or kind whatsoever, which the Developer has, or hereafter may have, against the County in respect to the Developer's refusal to pay the sums specified in this Agreement;
- (e) The Developer for itself and its successors and assigns hereby releases and forever discharges the County from all actions, claims, demands, suits and proceedings of any nature or kind whatsoever which the Developer has, or may hereinafter have, if any, against

the County in respect to any right or claim, if any, for the refund or repayment of any sums paid by the Developer to the County pursuant to this Agreement.

19.2 The County and the Developer agree that any amounts of money presently or hereafter owing by the Developer to the County pursuant to the provisions of this Agreement, whether by way of a liquidated or unliquidated claim, and howsoever arising, shall be a charge and encumbrance against the lands described in Schedule "A" of this Agreement, and further, that the County shall be entitled to recover any such monies owing, together with all costs on a solicitor and client basis, by enforcing the charge and encumbrance against the lands described in Schedule "A" of this Agreement.

20. DEFAULT BY THE DEVELOPER

20.1 In the event that the County claims that the Developer is in default in the observance and performance of any of the terms, covenants or conditions of this Agreement, the County may give the Developer THIRTY (30) days' notice in writing of such claimed default and requiring the Developer to rectify same within the said period of THIRTY (30) days.

20.2 If the Developer denies that it is in default as claimed in such notice, the Developer shall within TEN (10) days of receipt of such notice request a reference to arbitration pursuant to the provisions of Section 21 hereof. If the Arbitrator confirms the claimed default, the Developer shall, notwithstanding the provisions of paragraph 20.1, have a period of THIRTY (30) days from the receipt of the arbitration ruling within which to rectify such default.

20.3 The Developer agrees that in the event that the County has given the Developer written notice of default and the Developer does not, within TEN (10) days of receipt of the written notice, dispute that it is in default, then the Developer shall conclusively be deemed to have acknowledged the default.

20.4 In the event that the Developer has failed to rectify such default within the period of THIRTY (30) days from the receipt of the notice of default provided by the County pursuant to paragraph 20.1 and no arbitration been requested by the Developer or from confirmation of the default by the Arbitrator pursuant to paragraph 20.2, the

County may, but shall not be obligated to, undertake any work it considers necessary in order to remedy such default and any costs or liability incurred by the County in respect thereof shall be at the Developer's sole cost and expense. The Developer shall pay such costs to the County within THIRTY (30) days of receiving demand for payment from the County.

20.5 Notwithstanding anything to the contrary herein, in the event that the County, in its discretion, considers it necessary to undertake any immediate work in connection with the construction, installation or repair of the Municipal Improvements in a situation which the County considers to be an emergency, the County shall immediately notify the Developer of such situation and shall be entitled to then cause such work to be done; PROVIDED, that upon completion of said emergency work, the County shall give notice in writing to the Developer if the County claims that such repair work was made necessary by reason of a default on the part of the Developer in the observance or performance of the terms, covenants and conditions of this Agreement, and if the Developer denies the claimed default, it shall within TEN (10) days request a reference to arbitration pursuant to the provisions of Section 21 hereof.

20.6 The Developer agrees that the County shall, for purposes of undertaking any work under this Section, have free and uninterrupted access to all portions of the Development Area and any other areas under the control of the Developer and that the County shall not be hindered nor restricted in any manner whatsoever in obtaining or exercising such right of access.

20.7 The decision of the Arbitrator in any reference respecting a claimed default on the part of the Developer shall be final and binding upon the County and the Developer.

20.8 The County and the Developer agree that any rights and remedies available to the County whether specified in this Agreement or otherwise available at law, are cumulative and not alternative and the County shall be entitled to enforce any right or remedy in any manner the County deems appropriate in its discretion without prejudicing or waiving any other right or remedy otherwise available to the County.

## 21. ARBITRATION

21.1 Subject to any other provisions of this Agreement to the contrary, if any dispute or difference between the Parties shall arise under this Agreement, either party may give to the other notice of such dispute or difference and refer such dispute or difference to arbitration in accordance with the provisions of this Agreement.

21.2 Arbitration hereunder shall be by a reference to an independent person to be selected jointly by the County and the Developer, and his decision shall be final and binding. In the event that the County and the Developer shall fail to agree on an arbitrator within FORTY-EIGHT (48) hours of either party giving to the other party notice of a dispute or difference pursuant to paragraph 21.1 hereof, then an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.

21.3 All charges, fees and expenses of the arbitrator shall be borne and paid by the County or the Developer, or proportionately by both the County and the Developer, as directed by the arbitrator.

21.4 Nothing in this Agreement shall authorize any reference to arbitration as to any matter or question which under this Agreement is expressly or by implication required or permitted to be decided by the County, the Committee of the Whole or the Council of the County or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by the County, the Committee of the Whole or the Council of the County. In any such instance the discretion, decision, opinion or determination of the County, the Committee of the Whole or the Council of the County, as the case may be, shall be final and binding upon the Developer.

## 22. INDEMNITY, INSURANCE AND SECURITY

22.1 The Developer shall indemnify and save harmless the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement.

22.2 In addition to the indemnification provided to the County in paragraph 22.1, the Developer shall indemnify the County from any and all fees, administrative

penalties, fines, or other charges (the "Charges ") that may be levied against the County by Alberta Environment and Parks, its successors, or any other federal or provincial department or agency having jurisdiction over the County for any actions or omissions of the Developer in the performance of the Developer's obligations under this Agreement to install, construct, operate and maintain the Municipal Improvements within and without the Development Area. In the event that the County pays any Charges directly, the Developer shall immediately reimburse the County for the Charges upon being notified by the County that the Charges have been paid.

22.3 The Developer shall carry comprehensive liability insurance with insurable limits of no less than FIVE MILLION (\$5,000,000.00) DOLLARS for each occurrence or incident; PROVIDED, that such liability insurance may be cancelled at the end of the Guarantee Period for all Municipal Improvements.

22.4 In order to ensure to the County full compliance by the Developer with the terms, covenants and conditions of this Agreement, the Developer hereby covenants and agrees that it shall deliver and deposit with the County, in respect to each Stage of the Development Area, security in the form hereinafter prescribed and that the following provisions shall apply to determining the amount of the security and the time or times at which the security shall be deposited with the County:

- (a) the initial security shall be delivered and deposited with the County prior to the acceptance of the Plans for all Municipal Improvements proposed to be constructed and installed in connection with the particular Stage of the Development Area;
- (b) the amount of the initial security for each Stage of the Development Area shall be TEN (10%) percent of the estimated cost of constructing and installing the Municipal Improvements described in clauses (a), (b), (c), (d), (g), (h), (i), (l), (m) of Schedule "C" of this Agreement and any additional amount of security specified in Schedule "D" of this Agreement;
- (c) further security shall be delivered and deposited with the County at the time the Developer submits to the County for endorsement the Plan of Subdivision for the particular Stage of the Development Area;
- (d) the further security, subject to clause (c) above, shall be an additional amount equal to ONE HUNDRED AND FIFTEEN (115%)

percent of the total estimated cost to complete all Municipal Improvements described in clause (a), (b), (c), (d), (g), (h), (i), (l), (m) of Schedule "C" of this Agreement which have not been inspected and determined to be complete by the County in writing evidenced by the issuance of a Construction Completion Certificate, at the time the Plan of Subdivision is submitted to the County for endorsement.

- (e) In the event that the Municipal Improvements described in clauses (a), (b), (c), (d), (g), (h), (i), (l), (m) of Schedule "C" of this Agreement have been issued a Construction Completion Certificate at the time that the Plan of Subdivision for the particular Stage is submitted to the County for endorsement, the further security shall not be less than the initial security of TEN (10%) percent of the estimated cost of constructing and installing the Municipal Improvements described in clauses (a), (b), (c), (d), (g), (i) of Schedule "C" of this Agreement, plus not less than FIFTY (50%) percent of the estimated costs for the Municipal Improvements described in clause (h) of Schedule "C" of this Agreement.
- (f) for purposes of this paragraph 22.4, the estimated cost for the Municipal Improvements shall be determined as follows:
  - (i) if known at the time that this Agreement is made, as set out in Schedule "G" of this Agreement;
  - (ii) where actual tendered costs are available, the tendered costs shall be used;
  - (iii) where actual tendered costs are not available, the Developer's Consultant shall prepare cost estimates which shall be submitted to the County for acceptance, and if approved by the County, such cost estimates shall be used; and
  - (iv) updated costs shall be provided to the County upon request, in the event that further security may be required at any time.

22.5 It is understood and agreed by the Developer that the Developer shall, during the currency of this Agreement (including the Guarantee Period for the Municipal Improvements prescribed by this Agreement), maintain in full force and effect all security and liability insurance prescribed herein.

22.6 The said security as above referred to shall consist of an Irrevocable Letter of Credit issued by a Chartered Bank or the Treasury Branch, or such other security as may be approved by the solicitors for the County; PROVIDED, that all security shall be in terms and form to be approved by the County's solicitors.

22.7 Any irrevocable Letter of Credit provided as security by the Developer shall contain a covenant by the issuer that if the issuer has not received a release from the County THIRTY (30) days prior to the expiry date of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of ONE (1) year.

22.8 In regards to security providing under this Agreement, the following terms and conditions shall apply:

- (a) any cash security deposit, irrevocable letter of credit, or other security required or otherwise provided by the Developer to the County pursuant to this Agreement is hereby assigned and pledged to the County as security for the performance of the Developer's obligations as contemplated herein (such assignment and pledge to be perfected by possession and/or registration);
- (b) the Developer acknowledges having received a copy of this Agreement, and the security terms contemplated herein, and waives any right it may have to receive a copy of any Financing Statement or Financing Charge Statement in relation hereto; and
- (c) notwithstanding any other provision of this Agreement and further, without prejudice to any other right or remedy of the County, the obligation of the County or its solicitor to release any security deposit funds held by it under or in connection with this Agreement (including, without restriction, any cash deposit) is subject to the County's right to deduct or set off any amount which may be due by the Developer to the County or the amount of any claim by the County against the Developer under this Agreement (including, without limitation, the amount of any liquidated damages). Without limitation, if the Developer is in breach or default of any provision of this Agreement or of any provision of any contract with any project manager(s), subcontractor or supplier, and, after receiving notice thereof, the Developer does not promptly remedy such default or breach or commence and diligently prosecute the remedy of such breach or default, the County may (but shall not be

obligated to) take any measures it considers reasonably necessary to remedy such default or breach and any costs or liabilities incurred by the County in respect thereof may be deducted from or set off against any amount(s) to be paid or released to the Developer under this Agreement. This provision shall survive the termination of this Agreement for any reason whatsoever.

22.9 Any security or insurance herein required to be deposited by the Developer may be required to be increased or decreased by the County upon written notice to the Developer at any time during the currency of this Agreement if it shall appear to the County in its discretion that the security or insurance deposited for a particular Stage is excessive or insufficient in relation to the costs or protection to the County, for which security or insurance has been provided.

22.10 The amount of security and insurance to be provided for each Stage by the Developer to the County may, in the sole and absolute discretion of the County, be reduced on application by the Developer upon the Developer having received a Construction Completion Certificate or Final Acceptance Certificate for the Municipal Improvements in that Stage, or any of them, so completed; PROVIDED, that, after the issuance of any Construction Completion Certificates and prior to the issuance of Final Acceptance Certificates for all of the Municipal Improvements, the security shall not be less than TEN (10%) percent of the estimated costs of the Municipal Improvements described in Schedule "C" of this Agreement for which a Construction Completion Certificate has been issued, PLUS, ONE HUNDRED AND FIFTEEN (115%) percent of the total estimated cost of completing all Municipal Improvements for which a Construction Completion Certificate has not been issued.

22.11 In the event that the County is of the opinion that:

- (a) a default by the Developer has not been rectified by the Developer in accordance with the provisions of this Agreement;
- (b) a default by the Developer has been rectified by the County in accordance with the provisions of this Agreement and the Developer has failed to pay the costs and expenses of such rectification within THIRTY (30) days after receipt from the County of an account therefor;
- (c) emergency repair work has been done to Municipal Improvements by the County in accordance with the provisions of this Agreement

and the Developer fails to pay the costs and expenses of such repair work within THIRTY (30) days after receipt from the County of an account therefor;

- (d) the Developer by any act or omission is in default of any term, condition or covenant of this Agreement;
- (e) the security to be provided by the Developer to the County pursuant to this Agreement is due to expire within a period of THIRTY (30) days and the Developer has not deposited with the County a renewal or replacement of such security in terms and form acceptable to the County's solicitors;

the County may invoke the provisions of this Section, and make demands as payee and beneficiary under the Irrevocable Letter of Credit provided by the Developer to the County pursuant to the requirements of this Agreement.

22.12 In the event that the County has negotiated or called upon the security to be deposited by the Developer with the County in circumstances where the said security was due to expire within the said THIRTY (30) day period, then the County shall be entitled to hold any funds thereby obtained in lieu of the security which has been negotiated or called upon.

22.13 In the event that the County has negotiated or called upon the security to be deposited by the Developer with the County, the County may, at its option and discretion, use any funds thereby obtained in any manner the County deems fit to discharge the obligations of the Developer pursuant to this Agreement.

## 23. DELIVERY OF DOCUMENTS TO COUNTY

23.1 Forthwith upon the completion of the construction and installation of the Municipal Improvements for a particular Stage and the issuance of a Construction Completion Certificate for the same by the County, the Developer shall, not later than SIX (6) months prior to the expiration of the Guarantee Period, deliver to the County all inspection and testing records and Record Drawings. The Final Acceptance Certificate shall not be issued until SIX (6) months have elapsed subsequent to the date of the submission of the inspection and testing records and Record Drawings; AND PROVIDED, that the Final Acceptance Certificate shall not be issued prior to the expiration of the Guarantee Period.

24. COMPLIANCE WITH LAW

24.1 The Developer shall at all times comply with all legislation, regulations and municipal bylaws and resolutions relating to the development of the Development Area by the Developer.

24.2 This Agreement does not constitute approval of any subdivision and is not a development permit, building permit or other permit granted by the County, and it is understood and agreed that the Developer shall obtain all approvals and permits which may be required by the County or any governmental authority.

24.3 Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the rights or obligations to do it do not come into force until such approval or permission is obtained; PROVIDED, that the parties will do all things necessary by way of application or otherwise in an effort to obtain such approval or permission.

24.4 If any provision hereof is contrary to law, the same shall be severed and the remainder of this Agreement shall be of full force and effect.

25. LAW OF ALBERTA APPLICABLE

25.1 The validity and interpretation of this Agreement and of each clause and part hereof shall be governed by the laws of the Province of Alberta.

26. FURTHER ASSURANCES

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

27. WAIVER

27.1 A waiver by either party hereto 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 provision or any other covenant or provision of this Agreement.

28. NOTICES

28.1 Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, or by registered mail sent to, the respective addresses of the parties being:

STRATHCONA COUNTY  
2001 Sherwood Drive  
Sherwood Park, AB T8A 3W7

Phone: (780) \_\_\_\_ - \_\_\_\_  
Fax: (780) \_\_\_\_ - \_\_\_\_

Attention: Manager, Land Development Engineering

AND

Attention:

PROVIDED, HOWEVER, that such addresses may be changed upon TEN (10) days' notice; AND PROVIDED, FURTHER, that if in the event that notice is to be served at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, the notice shall not be mailed but shall be delivered by hand.

29. ADDITIONAL PROVISIONS

29.1 The Developer covenants and agrees that in addition to the provisions contained in the text of this Agreement, the Developer shall be bound by the additional provisions found in Schedules to this Agreement as if the provisions of the Schedules were contained in the text of this Agreement.

30. CAVEATS

30.1 The Developer acknowledges and agrees that the County shall be at liberty, pursuant to the *Municipal Government Act*, upon the execution of this Agreement and any Stage Addendum Agreement, to file at the Land Titles Office a caveat against the Development Area and against the undeveloped portion of the lands

described in Schedule "A" for the purposes of notification and protecting the County's interests and rights pursuant to this Agreement.

31. NON-ASSIGNABILITY OF AGREEMENT

31.1 This Agreement shall not be assignable by the Developer without the express written approval of the County. Such approval shall be subject to paragraph 31.2 next following and may be withheld by the County in its discretion. This Agreement shall ensure to the benefit of, and shall remain binding upon (joint and severally, where multiple parties comprising the Developer), the heirs, executors, administrators, attorney under a power of attorney, and other personal representatives of all individual Parties and their respective estates, and shall ensure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate Parties.

31.2 It is understood between the County and the Developer that no assignment of this Agreement by the Developer shall be permitted by the County unless and until:

- (a) The proposed assignee enters into a further agreement with the County whereby such assignee undertakes to assume and perform all of the obligations and responsibilities of the Developer as set forth in this Agreement;
- (b) The proposed assignee has deposited with the County all insurance and security as required by the terms of this Agreement.

32. TIME OF THE ESSENCE

32.1 Time shall in all respects be of the essence in this Agreement.

33. FORCE MAJEURE

33.1 In the event that either party is rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, such party shall give written notice to the other party stating full particulars of such force majeure. The obligation of the party giving such notice shall be suspended during the duration of the delay resulting from such force majeure, to a maximum of ONE HUNDRED AND EIGHTY (180) days. The term "force majeure" shall mean acts of God, strikes, lockouts or other

industrial disturbances of a general nature affecting an industry critical to the performance of the work, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the party claiming a suspension, which, by the exercise of due diligence, such party shall not have been able to avoid or overcome; provided however, the term "force majeure" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.

34. EXECUTION OF AGREEMENT

34.1 The Developer hereby acknowledges that it is hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that the Developer is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that the Developer is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

35. STAGED ADDENDUM AGREEMENTS

35.1 Additional provisions as specified in Schedule "D", levies, fees and security requirements as itemized in Schedules "F" and "G", together with any other provisions required by the County, shall be amended for each and any subsequent Stage of development of the Development Area covered under this Agreement in a separate Addendum to the Development Agreement for that particular Stage.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

**STRATHCONA COUNTY**

Per: \_\_\_\_\_  
Mavis Nathoo  
Director  
Legislative & Legal Services

Per: \_\_\_\_\_  
Stacy Fedechko  
Director  
Planning and Development Services

**DEVELOPER**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**SCHEDULE "A"      -      LEGAL DESCRIPTION OF LAND**

EXCEPTING THEREOUT ALL MINES AND MINERALS

**SCHEDULE "B" - OVERALL DEVELOPMENT AREA - Page 1 of 2**

**SCHEDULE "B"      -      OVERALL DEVELOPMENT AREA - Page 2 of 2**

**SCHEDULE "C" - MUNICIPAL IMPROVEMENTS**

Municipal Improvements shall mean and include the following to be constructed in and adjacent to the Development Area.

- (a) All sanitary sewer mains and appurtenances; and
- (b) All drainage systems, including storm sewers, storm sewer connections, provisions for weeping tile flow, storm retention ponds and associated works, all as and where required by the County; and
- (c) All water mains, including all fittings, valves, and hydrants and looping as required by the County, in order to safeguard and ensure the continuous and safe supply of water in the Development Area; and
- (d) All concrete curbs, gutters, sidewalks and sub grade, base and asphaltic pavement; and
- (e) All lighting systems for streets, walkways, parking areas and Public Properties as and where required by the County; and
- (f) Such electrical conduit as may be required by the County for the installation of traffic control signals and traffic control devices; and
- (g) All traffic signs, street signs, development identification signs, zoning signs, and directional signs, berming and noise attenuation devices all as and where required by the County; and
- (h) All landscaping and land improvements which are to be constructed and installed to the satisfaction of the County, and in accordance with the landscaping plan to be submitted for the approval of the County; and
- (i) Such construction or development of streets and lanes as may be required by the County; including, but in no manner limited to, a second or temporary access for vehicular traffic from the Development Area; and
- (j) The establishment, or re-establishment, of any survey monuments or iron posts (including pins on individual lots) as and where and when required by the County throughout and adjacent to the Development Area; and

**SCHEDULE "C" - MUNICIPAL IMPROVEMENTS (Continued)**

- (k) Public information signs, of a size and location to be approved by the County, and to contain such public information regarding the completion of services and the completion of the construction of other facilities as may be required by the County in order to provide proper and complete and up to date information to proposed purchasers and residents within the Development Area; and
- (l) Major entrance features shall be located either on an added dedication to the required road right-of-way or on private property. The required dedication shall be defined at the time the plan of subdivision for the development is submitted for approval. Any major entrance feature located on private property shall require the registration of an easement to provide for maintenance access to the feature. The easement shall be to the satisfaction of the County.
- (m) Such uniform fencing, (noise attenuation, or screen) either permanent or temporary, of a standard and of a design satisfactory to the County, all of which is to be constructed and located to the satisfaction of the County; and
- (n) All utilities including electricity, natural gas, telephone, internet and cable television services; such utilities to be provided in a location and a standard to be approved by the appropriate utility company and the County.

**SCHEDULE "D" - ADDITIONAL PROVISIONS****GENERAL**

1. Pursuant to Paragraph 3.7, the Developer shall provide detailed construction and development schedules for all Municipal Improvements (including landscaping, fencing and amenities), prior to commencing construction or installation of any Municipal Improvements. The form of schedule shall be satisfactory to the County.
2. The development must proceed in strict compliance with *Environmental Protection and Enhancement Act*, the *Water Act*, the *Public Lands Act*, the *Occupational Health and Safety Act* and County requirements. The Developer and the Developer's Consultant are responsible for securing approvals required under these Acts and any other applicable regulations, codes, standards and guidelines. Submissions to Alberta Environment and Parks shall be through the County. Construction cannot proceed until all required acceptances are in place with the County and the Province.

**STORMWATER**

3. The Developer covenants and agrees to provide all necessary easements for the purposes of providing the County with access to all stormwater management facilities and for purposes of conveyance and storage of all stormwater, all to the satisfaction the County.
4. The Developer shall be responsible for obtaining Alberta Environment and Parks approvals for both the permanent and interim facilities and shall be responsible for the operation and maintenance of partially completed and/or interim facilities during the development period until such time as the permanent facilities are completed and accepted by the County.

**WATER**

5. The Developer covenants and agrees to design and construct, at its own cost, a municipal water system to service the Development Area, to the satisfaction of the County.

**WASTEWATER**

6. The Developer covenants and agrees to design and construct, at its own cost, a sanitary sewer system of sufficient size and capacity to service the Development Area, to the satisfaction of the County.

**TRANSPORTATION**

7. The Developer covenants and agrees to design and construct, at its own cost, a municipal transportation system to service the Development Area, to the satisfaction of the County.
8. The Developer shall provide for the County's review and approval, a plan showing the access and egress routes for construction traffic, both for home building and construction of Municipal Improvements for this Development Area. The Developer will provide street sweeping and clean-up of access routes designated by the Developer for residential construction traffic, and will be responsible for any damage which may occur to the roads as a result of construction traffic.
9. The Developer shall design and construct a temporary turn around at \_\_\_\_\_, as shown on Schedule "B", prior to issuance of a Final Acceptance Certificate for road works in Stage \_\_\_\_\_. Construction of the temporary turn-around will not be required if construction of the lands adjacent to \_\_\_\_\_ of the Development Area has commenced prior to application for the Stage \_\_\_\_\_ road works Final Acceptance Certificate or the requirement for the turn-around is waived by the County at the time of, or before application for the Stage \_\_\_\_\_ road works Final Acceptance Certificate.

Provided the turn-around is required:

- (a) The turn-around shall remain in place until the lands lying \_\_\_\_\_ of the Development Area are developed and the County advises the Developer, in writing, that the turn-around is no longer required
- (b) For as long as the turn-around is required by the County, the Developer shall be responsible, at its own cost and expense, for the maintenance of the turn-around, to the satisfaction of the County;
- (c) The Developer shall register easements in a form satisfactory to the County, for County access to the turn-around, and such easements shall only be discharged by the County when the turn-around is no longer required by the County;
- (d) In the event that at the time the Developer requests a Final Acceptance Certificate for any of the paved roadways within the Development Area and the lands lying \_\_\_\_\_ of the Development Area have not been developed, the Developer shall:
  - (i) deposit with the County security in a form and amount satisfactory to the County, for the purposes of maintaining the temporary turn-around for a further period of time, or
  - (ii) upgrade the turn-around to a permanent standard, as required by the County,

(iii) or both, as may be required by the County in its discretion.

10. The Developer shall carry out a Noise Impact Assessment of the Development Area adjacent to \_\_\_\_\_, utilizing the County's Noise Predication Model at the detailed engineering design stage. Berming, fencing and noise attenuation facilities shall be designed and constructed pursuant to County Standards and Noise Attenuation modeling results, satisfactory to the County. In the event that the results of the Noise Impact Assessment requires the construction of a berm, the maximum height of the berm shall be ONE (1.0) metre.

#### **OPEN SPACE**

11. In addition to the requirements under Section 14 (FENCING):
- (a)

#### **LANDSCAPING**

12. The Developer shall ensure that the equivalent of ONE (1) tree per residential lot is provided in accordance with Strathcona County Design and Construction Standards.

#### **RECOVERIES**

**SCHEDULE "E" - LOT GRADING AND SITE DRAINAGE  
CONSTRUCTION STANDARDS****GENERAL**

The standards specified herein will apply to construction within the building sites and are to supplement the Alberta Building Code and the Strathcona County Land Use Bylaw, and applicable policies.

**LOT GRADING**

1. The finished elevations at all corners of the lot and the ground next to the building shall conform to an accepted surface drainage plan.
2. Any changes to finished elevations and lot grading must be accepted, in writing, by the County.

**SITE DRAINAGE**

1. Positive drainage must be established away from the building to the gutter or drainage channels as designed.
2. An initial minimum gradient of 10% shall be established and maintained for the ground within TWO (2.0) metres adjacent to the building and TWO (2) percent for the balance of the unpaved portion, of the lot. Overburden and slope on excavated areas may be governed by the standard of backfilling which is achieved.

**DRAINAGE OF BUILDING FOUNDATIONS**

Weeping tiles and other foundation drains shall meet Alberta Building Code requirements. Disposal of weeping tile and other foundation drainage shall be subject to County acceptance. Disposal of weeping tile and other foundation drainage into the sanitary sewerage system is prohibited. In all cases, this will require the provision of a sump pump discharging into a storm sewer system designed to accommodate the anticipated weeping tile flow.

**BACKFILL OF TRENCH AND BUILDING EXCAVATIONS**

1. Native material may be used for backfill of trench and building excavations within the site.
2. In accordance with good construction practice, all trench and foundation backfill must be adequately consolidated at the time of construction by water flushing and/or mechanical compaction to ensure that when subsequent natural

settlement is complete, that final grades will be acceptable. The County will inspect backfill prior to issuance of a Final Inspection or the permit may be issued after provision of an appropriate performance bond if weather conditions preclude adequate consolidation and inspection prior to occupancy.

**SITE IMPROVEMENTS**

1. Site improvements shall not alter or disrupt the drainage pattern as established by the County.
2. Landscaping and structures such as solid fences, retaining walls and permanent or temporary buildings which may disrupt surface drainage shall not be permitted.

**EROSION AND SEDIMENTATION CONTROL (ESC)**

1. The Developer is required to prepare and implement an ESC plan for each Stage of development.
2. The ESC plan is to include any site disturbances which are a result of the proposed Stage, located within or outside of the Development Area.
3. The ESC plan is to be in accordance with the Design and Construction Standards and accepted ESC practices.

**SCHEDULE "F" - LEVIES AND FEES****I. Off-site Levies**

1. Levies shall be payable on the basis of the gross developable hectare included in the land to be developed. Pursuant to Section 17 of this Agreement, the levy schedule for \_\_\_\_\_ development \_\_\_\_\_ is:

|                          | <u>Total<br/>Levies</u> |
|--------------------------|-------------------------|
| Sanitary                 | \$XX,XXX.XX             |
| Water Transmission Mains | XX,XXX.XX               |
| NW Drainage Area         | XX,XXX.XX               |
| Arterial Roads           | <u>XX,XXX.XX</u>        |
| Total Per Hectare Levies | \$XXX,XXX.XX            |

2. Hectares within Stage X of \_\_\_\_\_ are \_\_\_\_\_ hectares.
3. Subject to adjustment in accordance with Section 17, the amount of the levies payable for the Development Area are \$\_\_\_\_\_ per gross hectare and the total levies are:

$$\text{_____ hectares} \times \$ \quad = \quad \$$$

4. Pursuant to the above, the amount of levies owing for Stage X of \_\_\_\_\_ development are \$\_\_\_\_\_.
5. Subject to adjustments in accordance with Section 17, the levies for each lot in the Stage X Development Area are:

$$\begin{array}{ccc} \$ \text{_____} & = & \$ \\ \text{X lots} & & \end{array}$$

6. These levies are due and payable as specified in Section 17.
7. The amount of the levies (whether on a per hectare or per lot basis) shall be adjusted annually in accordance with the provisions of Section 17.

**II Approval and Inspection Fees**

1. Fees for the Development Area shall be due and payable upon execution of this Agreement.
2. Subject to adjustments in accordance with Section 17, the amount of the fees for the Development Area are in the amount of \$X,XXX.XX per gross hectare and the total fees are:

\_\_\_\_\_ hectares x \$ \_\_\_\_\_ = \_\_\_\_\_ \$

III Major Recreation Facility Contributions

1. Subject to adjustments in accordance with Section \_\_\_\_\_, the Developer shall pay to the County \$825 for each allowable residential dwelling unit within the Development Area

\_\_\_\_\_ units x \$825 \_\_\_\_\_ = \_\_\_\_\_ \$

2. The payment for the allowable residential dwelling units within the Development Area shall be made at the times specified in Section 17.

**SCHEDULE "G" - SECURITY**

1. For purposes of calculating the security required to be deposited by the Developer pursuant to Section 22, and subject to the provisions below, the cost estimates for the construction and installation of the Municipal Improvements for the first Stage of the Development Area are as follows:

Underground Improvements

|                                     |       |
|-------------------------------------|-------|
| Water Distribution System           | \$    |
| Sanitary Sewer System               |       |
| Storm Sewer System (not incl. SWMF) |       |
| Water and Sewer Services            |       |
| Offsite Systems (list as required)  | _____ |

**Underground Subtotal** **\$**

Stormwater Management Facilities

|                                     |    |
|-------------------------------------|----|
| Inlets/Outlets & Control Structures | \$ |
| Earthworks                          | \$ |
| Surface Improvements                | \$ |
| Landscaping                         | \$ |

**SWMF Subtotal** **\$**

Aboveground Improvements

|  |       |
|--|-------|
| Earthwork                                | \$    |
| Road Structures (incl. curb and gutter)  |       |
| Sidewalk and Asphalt Trails              |       |
| FAC Asphalt                              |       |
| Signage and Appurtenances                |       |
| Offsite Improvements (list as required)  |       |
| Intersection Upgrades (list as required) | _____ |

**Aboveground Subtotal** **\$**

Landscaping Improvements

|                                    |    |
|------------------------------------|----|
| Entrance Feature & Retaining Walls | \$ |
| Fencing & Marker Posts             | \$ |
| Soft Landscaping w/Granular Trails | \$ |
| Site Furniture                     | \$ |
| Park Name and/or SWMF Signage      | \$ |
| Playgrounds                        | \$ |
| Bridges, Boardwalks and Lookouts   | \$ |

**Landscaping Subtotal** **\$**

**TOTAL COST OF IMPROVEMENTS** **\$**

2. In the event that any of the costs for the construction and installation of the Municipal Improvements for the Development Area, as set out above, are estimates, and in the further event that actual tendered costs become available prior to the Developer commencing the construction and installation of the Municipal Improvements for the Development Area, THEN, the estimated costs set out above shall be adjusted in accordance with Section 22.
3. The costs for the construction and installation of the Municipal Improvements for the second and subsequent Stage of the Development Area shall be determined concurrently with the Developer submitting to the County for approval the Plans for the underground Municipal Improvements for the particular Stage, and further, the amount of the security to be deposited by the Developer for the particular Stage shall be determined in accordance with Section 22.

**SCHEDULE "H" - COUNTY ORGANIZATION**

The following representatives of the Strathcona County have been delegated the responsibilities of ensuring that the Municipal Improvements are designed and constructed to the County's satisfaction:

Manager, Land Development Engineering, Planning and Development Services:

- Overall responsibility for the administration of the Development Agreement including off-site levies, securities and insurance. All correspondence from and to the Developer will be directed via the Manager, Land Development Engineering.
- Responsible for Municipal Reserve parcels, landscaping and fencing improvements including items h), k) and l) as identified in Schedule "C".
- Responsible for all subdivision and easement plans.

Coordinator(s), Land Development Engineering, Planning and Development Services:

- Responsible for all engineering matters including items a), b), c), d), e), f), g), i), j) and m) as identified in Schedule "C".

The Commissioner of Strathcona County may, upon written notice to the Developer, revise the above responsibilities from time to time in his sole discretion.

Copies of all correspondence to any County official or employee shall be sent to the Manager, Land Development Engineering.



DEVELOPMENT AGREEMENT  
BETWEEN:

STRATHCONA COUNTY

AND

DEVELOPER

Subdivision:  
Stage:  
File:

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