

# Councillor Request Inquiry

## # 33-2019

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2019

### Request for Information regarding South Cooking Lake Lagoon

**Please provide any and all information relating to financing of the South Cooking Lake Lagoon, including Bylaw 23-2009 (Local Improvement Tax for the Hamlet of South Cooking Lake Sewage Collection and Disposal System) and the Northern Bear Development**

Mayor & Council,

In response to Councillor Lawrence's October 29, 2019 South Cooking Lake Lagoon information request, Utilities provides the following information.

Utilities have retrieved several historical files on the Northern Bear/South Cooking Lake lagoon projects. While these projects were occurring at approximately the same time, the agreements and execution occurred separately and distinctly.

#### South Cooking Lake

The South Cooking Lake wastewater system, consisting of a low pressure wastewater collection system, pump station & force main and lagoon, was designed and constructed as an evaporative lagoon for the sole purpose of servicing the Hamlet of South Cooking Lake. The Local Improvement was approved via bylaw on December 17, 1996. As outlined in Bylaw 82-96 the total project cost was estimated at \$1,601,000. Grants were applied to the project as follows:

- Alberta Municipal Water/Wastewater Partnership program - \$514,000
- Canada/Alberta Infrastructure Works program - \$393,000

This resulted in a balance of \$694,000 that would be debt financed and distributed over the 161 parcels identified at the time.

The scope of the project was to service the 161 parcels as identified within the hamlet boundaries. The only way this could be changed is through an amendment to the bylaw. While the bylaw was amended several times it was ultimately replaced with Bylaw 23-2009. Only minor amendments to the cost and parcel count were recorded. It should be noted that the total assessment against all parcels was reduced from \$694,000 in 1996 to \$613,815.82 in 2009 as a result of actual project costs and funding.

The scope and costs have been consistently applied to be directly benefiting the hamlet.

#### Northern Bear

The Northern Bear development evolved over the years starting in 1993. The most relevant agreement is dated February 3, 1999, as it acknowledges and incorporates previous agreements.

During the drafting of this agreement it was acknowledged that the lagoon was in service and utilized by the hamlet of South Cooking Lake only. However, the developer had inquired with

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respect to how they may be able to utilize the lagoon for their development purposes. While a physical expansion of the lagoon was not feasible due to land constraints, the developer approached the County with a proposal to convert the lagoon from an “evaporative lagoon” to a “flow through lagoon” in order to provide adequate capacity for their development. The developer required Alberta Environment’s approval as the concept required the lagoon effluent to be treated and applied to the golf course as an irrigation system. As per the clause in the development agreement, the developer would be directly responsible for the costs associated with the lagoon conversion and for the funding and construction of the irrigation system within the development.

As a check on equitable distribution of costs, the County reviewed the original lagoon construction and the lagoon conversion costs. It was determined that the developer would need to cover 59.46% of the total lagoon cost. This cost sharing was based on population; 250 units (population of 660) for the development and 161 (population 450) for the hamlet. The original “evaporative lagoon” costs were \$450,140 and the “conversion” costs were \$536,000 for a total of \$986,140. The developer cost share worked out to be \$586,359. In the review of the project financials, the \$40,000 deposit, as noted in the development agreement, and subsequent payments brought the developer contribution in line with the required funds.

Considering the above review we were able to determine the cost sharing was reasonable and appropriately allocated between the hamlet and the development.

For additional information or clarification, please contact me directly at 780-464-8175 or via email to [Todd.Wyman@Strathcona.ca](mailto:Todd.Wyman@Strathcona.ca).

Attachments: Bylaw 82-96, Bylaw 23-2009, Redacted Development Agreement between Strathcona County and 668472 Alberta Ltd.

Thank you,

Todd S. Wyman, Director  
Utilities

**BYLAW NO. 82-96**  
**A LOCAL IMPROVEMENT TAX BYLAW FOR THE**  
**HAMLET OF SOUTH COOKING LAKE SEWAGE COLLECTION**  
**AND DISPOSAL SYSTEM**  
**OF STRATHCONA COUNTY**  
**IN THE PROVINCE OF ALBERTA**

A BYLAW TO AUTHORIZE THE COUNCIL OF STRATHCONA COUNTY TO INCUR AN INDEBTEDNESS ON BEHALF OF THE SAID COUNTY BY THE ISSUANCE OF DEBENTURES FOR THE PURPOSE OF CONSTRUCTING A SEWAGE COLLECTION AND DISPOSAL SYSTEM FOR THE HAMLET OF SOUTH COOKING LAKE

WHEREAS it be deemed expedient and proper pursuant to the provisions of Part 10, Division 7, of the Municipal Government Act, S.A. 1994, c.M-26.1, that the Council pass a bylaw to authorize financing, undertaking and construction of a sewage collection and disposal system for the Hamlet of South Cooking Lake (hereinafter referred to as the "Sewage System") and other costs as allowed in Act;

AND WHEREAS plans, specifications and estimates for such work were made by Infrastructure Systems Ltd. and the total cost of the said project is estimated at \$1,601,000.

AND WHEREAS it is estimated by the Council of the said County that the following grants will be received or applied to the project;

Alberta Municipal Water/Wastewater Partnership Program	\$514,000.00
Canada/Alberta Infrastructure Works Program	\$393,000.00

AND WHEREAS in order to construct and complete the said project, it will be necessary to borrow the estimated sum of \$694,000.00 on the credit of the County as herein provided;

AND WHEREAS the said indebtedness is to be repaid over a period of FIFTEEN (15) years or TWENTY FIVE (25) years in annual instalments, with interest not exceeding FOURTEEN (14%) per centum, or the interest rate fixed from time to time by the Alberta Municipal Financing Corporation, per annum, payable annually;

AND WHEREAS the amount of the equalized assessment in the municipality as last determined and fixed by the Assessment Equalization Board is \$4,968,502,004.

AND WHEREAS the amount of the existing debenture debt of the County at December 31, 1995, is \$35,457,000, no part of which is in arrears;

AND WHEREAS the estimated lifetime of the project is 25 years;

AND WHEREAS the proposed construction will serve about 161 parcels of land;

AND WHEREAS pursuant to the provisions of the Municipal Government Act, as amended, the Council has given proper notice of intention to undertake and complete the construction of the Sewage System for the parcels of land as described in the attached Schedule "A", the costs thereof to be assessed against benefitting owners in accordance with the attached Schedules "B" and "C",

AND WHEREAS all required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

NOW THEREFORE, THE COUNCIL OF STRATHCONA COUNTY DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. The Council of Strathcona County is hereby empowered and authorized to enter into contracts for the purpose of constructing a Sewage System for the Hamlet of South Cooking Lake;
2. That for the purpose aforesaid, Strathcona County hereby authorizes that the sum of \$694,000.00 may be borrowed by way of debenture on the credit and security of Strathcona County at large, of which amount the sum of NIL is to be paid by the County at large, and \$694,000.00 is to be collected on a per lot basis as herein provided in attached Schedules "B" and "C".
3. The debentures to be issued under this bylaw shall not exceed the sum of \$694,000.00, and may be in any denomination not exceeding the amount authorized by this bylaw and shall be dated having regard to the date of the borrowing.

4. The debentures shall bear interest during the currency of the debentures, at a rate not exceeding FOURTEEN (14%) per centum, or the interest rate fixed from time to time by the Alberta Municipal Financing Corporation, per annum, payable annually.
5. The debentures shall be issued in such manner that the principal and interest will be combined and be made payable in, as nearly as possible, equal annual instalments over a period of FIFTEEN (15) or TWENTY FIVE (25) years, in accordance with the schedule attached and forming a part of each debenture.
6. The debentures shall be payable in lawful money of Canada at the Bank of Montreal, in the Hamlet of Sherwood Park or at such other bank or financial institution as the Council may authorize as its banking agency during the currency of the debentures.
7. The Mayor and Chief Commissioner of Strathcona County shall authorize such bank or financial institution to make payments to the holder of the debentures, on such dates and in such amounts as specified in the repayment schedule forming part of each debenture.
8. The said debentures shall be signed by the Mayor and the Chief Commissioner of Strathcona County, and the Chief Commissioner shall affix thereto the corporate seal of the County.
9. There shall be levied and raised in each year of the currency of the debentures a rate on all the rateable property in the Municipality, collectible at the same time and in the same manner as other rates, in an amount sufficient pay the principal and interest falling due in such year on such debentures and in addition thereto the amount required to pay any of such debentures which fall due in each year after applying the special assessment hereafter provided for.
10. During the currency of the said debentures there shall be raised annually for the payment of the owners' portion of the cost and interest thereon, by assessment per each parcel of land under the Municipal Government Act, S.A. 1994, c. M-26.1, the respective sums shown as yearly payments on Schedules "A", "B", and "C" hereto attached, and there is hereby imposed on all lands benefitting from the said improvements, an assessment sufficient to cover the owners' portion of the cost of the said work and interest thereon payable at the unit rate or rates set forth in the said Schedules "A", "B", and "C". The said assessment shall be in addition to all other rates and taxes.
11. The said indebtedness is contracted on the credit and security of Strathcona County at large.
12. The net amount realized by the issue and sale of debentures issued under this bylaw shall be applied only for the purposes for which the indebtedness was created.
14. This bylaw shall take effect on the date of the final passing thereof.

READ a first time in Council this 10th day of December, 1996.

READ a second time in Council this 10 day of December, 1996.

READ a third time in Council and passed this 17 day of December, 1996.

  
MAYOR

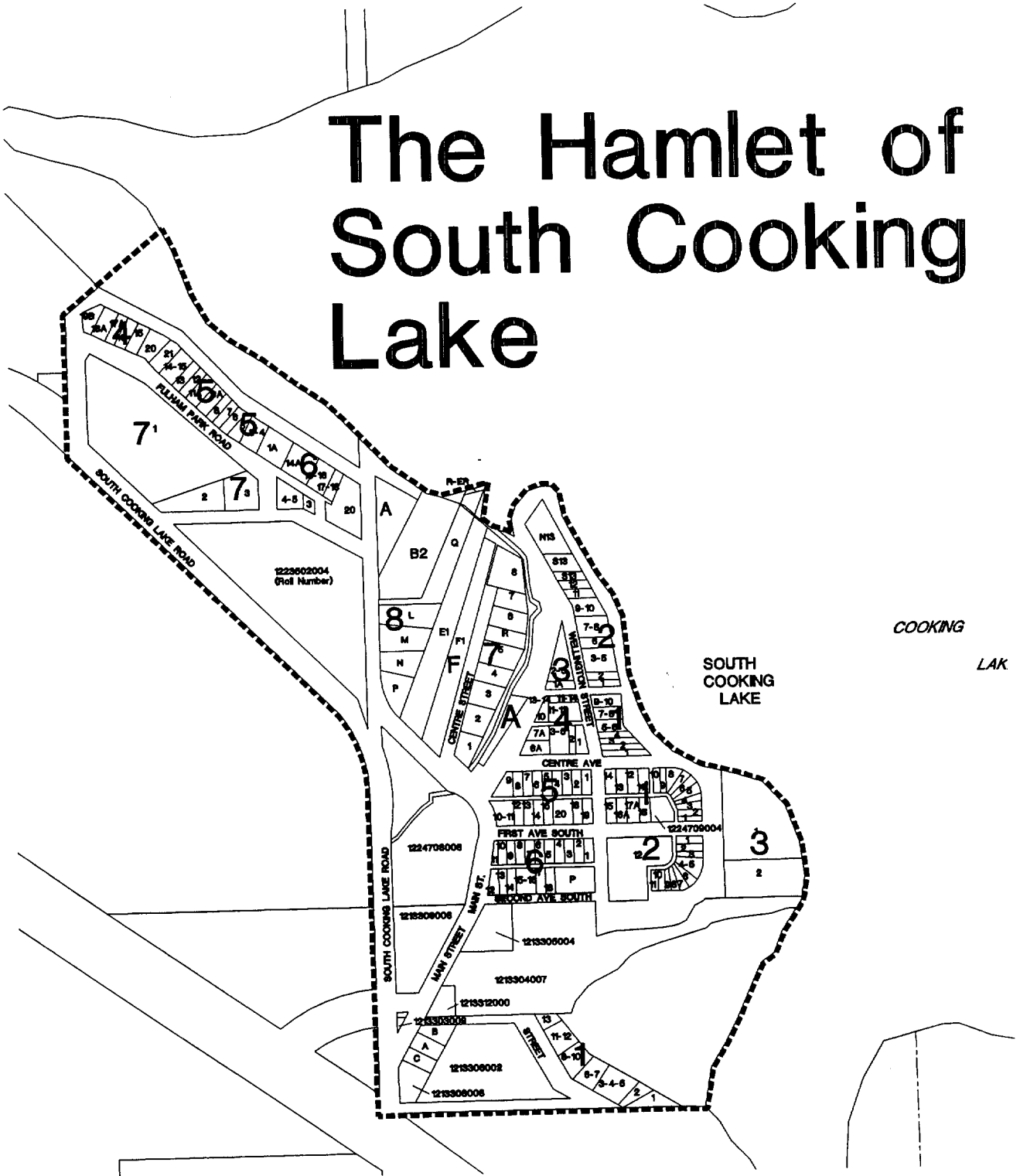
  
CORPORATE SECRETARY

W6MCBL.008

DATE SIGNED:  
December 19 1996



# The Hamlet of South Cooking Lake



BYLAW 82-96  
SCHEDULE "B"

LOCAL IMPROVEMENT TAX ASSESSMENT

1. Parcels to be assessed are listed below and are contained within the special local benefit assessment area depicted on Schedule "A".
2. Total Assessment against all parcels: \$694,000.00
3. Fixed sum per parcel: \$ 4,310.56
4. Annual rate per parcel of assessment to be payable for 15 years: \$ 480.72
5. Total yearly assessment against all parcels: \$ 12,498.72

Roll Number	Section	Sec	Twp	Rg	Mer	Lot	Block	Plan
1213304007	NW	13	51	22	4			
1213301003	NW	13	51	22	4		A	3146ET
1213311002	NW	13	51	22	4		B	6299KS
1224792000	SW	24	51	22	4	5-6	1	1163AA
1224722007	SW	24	51	22	4	2	1	663CL
1224724003	SW	24	51	22	4	4	1	663CL
1224734002	SW	24	51	22	4	14	1	5832HW
1224737005	SW	24	51	22	4	17A	1	9520094
1224804003	SW	24	51	22	4	N13	2	1163AA
1224799005	SW	24	51	22	4	7-8	2	1163AA
1224795003	SW	24	51	22	4	1	2	1163AA
1224803005	SW	24	51	22	4	12	2	1163AA
1224818003	SW	24	51	22	4	13-14	4	1163AA
1223108000	NE	23	51	22	4	16	4	7750AE
1223123009	NE	23	51	22	4	14-15	5	7750AE
1224751006	SW	24	51	22	4	3	5	2891KS
1223120005	NE	23	51	22	4	12	5	7750AE
1223121003	NE	23	51	22	4	13	5	7750AE
1224767002	SW	24	51	22	4	19	5	2891KS
1223124007	NE	23	51	22	4	21	5	8922122
1224772002	SW	24	51	22	4	5	6	2891KS
1224773000	SW	24	51	22	4	6	6	2891KS
1224779007	SW	24	51	22	4	12	6	2891KS
1224784007	SW	24	51	22	4	17	6	2891KS
1223147008	SE	23	51	22	4	3	7	8921393
1224713006	SW	24	51	22	4	3	7	7232KS
1224822005	SW	24	51	22	4	L	8	9523650

W6MCBL.08A

BYLAW 82-96  
SCHEDULE "C"

LOCAL IMPROVEMENT TAX ASSESSMENT

1. Parcels to be assessed are listed below and are contained within the special local benefit assessment area depicted on Schedule "A".
2. Total Assessment against all parcels: \$694,000.00
3. Fixed sum per parcel: \$ 4,310.56
4. Annual rate per parcel of assessment to be payable for 25 years: \$ 390.96
5. Total yearly assessment against all parcels: \$ 52,779.60

Roll Number	Section	Sec	Twp	Rg	Mer	Lot	Block	Plan
1213314006	NW	13	51	22	4	1	1	2611ET
1224721009	SW	24	51	22	4	1	1	663CL
1224788008	SW	24	51	22	4	1	1	1163AA
1213315003	NW	13	51	22	4	2	1	2611ET
1224789006	SW	24	51	22	4	2	1	1163AA
1224723005	SW	24	51	22	4	3	1	663CL
1224790004	SW	24	51	22	4	3	1	1163AA
1224791002	SW	24	51	22	4	4	1	1163AA
1224725000	SW	24	51	22	4	5	1	663CL
1224726008	SW	24	51	22	4	6	1	663CL
1224727006	SW	24	51	22	4	7	1	663CL
1224728004	SW	24	51	22	4	8	1	663CL
1224729002	SW	24	51	22	4	9	1	663CL
1224730000	SW	24	51	22	4	10	1	663CL
1224731008	SW	24	51	22	4	11	1	5832HW
1224732006	SW	24	51	22	4	12	1	5832HW
1224733004	SW	24	51	22	4	13	1	5832HW
1213325002	NW	13	51	22	4	13	1	2611ET
1224735009	SW	24	51	22	4	15	1	5832HW
1224738003	SW	24	51	22	4	18	1	5832HW
1213323007	NW	13	51	22	4	11-12	1	2611ET
1224736007	SW	24	51	22	4	16A	1	9520094
1213316001	NW	13	51	22	4	3-5	1	2611ET
1213318007	NW	13	51	22	4	6-7	1	2611ET
1224819001	SW	24	51	22	4	7-8	1	1163AA
1213320003	NW	13	51	22	4	8-10	1	2611ET
1224794006	SW	24	51	22	4	9-10	1	1163AA
1224739001	SW	24	51	22	4	1	2	1300CL
1224740009	SW	24	51	22	4	2	2	1300CL
1224796001	SW	24	51	22	4	2	2	1163AA
1224741007	SW	24	51	22	4	3	2	1300CL
1224743003	SW	24	51	22	4	6	2	1300CL
1224798007	SW	24	51	22	4	6	2	1163AA
1224744001	SW	24	51	22	4	7	2	1300CL
1224745008	SW	24	51	22	4	8	2	1300CL
1224746006	SW	24	51	22	4	9	2	1300CL
1224747004	SW	24	51	22	4	10	2	1300CL
1224748002	SW	24	51	22	4	11	2	1300CL
1224802007	SW	24	51	22	4	11	2	1163AA
1224720001	SW	24	51	22	4	12	2	9320961
1224797009	SW	24	51	22	4	3-5	2	1163AA
1224742005	SW	24	51	22	4	4-5	2	1300CL
1224800001	SW	24	51	22	4	9-10	2	1163AA
1224806008	SW	24	51	22	4	S13	2	1163AA
1224805000	SW	24	51	22	4	S13	2	1163AA
1224710002	SW	24	51	22	4	1	3	8622836

Roll Number	Section	Sec	Twp	Rg	Mer	Lot	Block	Plan
1224701001	SW	24	51	22	4	2	3	8622836
1224807006	SW	24	51	22	4	1A	3	8922591
1224808004	SW	24	51	22	4	2-5	3	1163AA
1224810000	SW	24	51	22	4	1	4	1163AA
1224811008	SW	24	51	22	4	2	4	1163AA
1224815009	SW	24	51	22	4	10	4	1163AA
1223107002	NE	23	51	22	4	15	4	7750AE
1223106004	NE	23	51	22	4	20	4	8922122
1224816007	SW	24	51	22	4	11-12	4	1163AA
1224817005	SW	24	51	22	4	11-14	4	1163AA
1223109008	NE	23	51	22	4	17A	4	9021939
1223110006	NE	23	51	22	4	18A	4	8023120
1223111004	NE	23	51	22	4	19B	4	8822526
1224812006	SW	24	51	22	4	3-5	4	1163AA
1224813004	SW	24	51	22	4	6A	4	1270NY
1224814002	SW	24	51	22	4	7A	4	1270NY
1224749000	SW	24	51	22	4	1	5	2891KS
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1224752004	SW	24	51	22	4	4	5	2891KS
1223114008	SE	23	51	22	4	5	5	7750AE
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1223143007	SE	23	51	22	4	6	5	7750AE
1224755007	SW	24	51	22	4	7	5	2891KS
1223115005	SE	23	51	22	4	7	5	7750AE
1223116003	SE	23	51	22	4	8	5	7750AE
1224756005	SW	24	51	22	4	8	5	2891KS
1224757003	SW	24	51	22	4	9	5	2891KS
1224760007	SW	24	51	22	4	12	5	2891KS
1224761005	SW	24	51	22	4	13	5	2891KS
1224762003	SW	24	51	22	4	14	5	2891KS
1224763001	SW	24	51	22	4	15	5	2891KS
1224766004	SW	24	51	22	4	18	5	2891KS
1224764009	SW	24	51	22	4	20	5	9123504
1224758001	SW	24	51	22	4	10-11	5	2891KS
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1223112002	SE	23	51	22	4	1A	5	8921393
1223113000	SE	23	51	22	4	3-4	5	7750AE
1223117001	SE	23	51	22	4	9A	5	8722251
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1224769008	SW	24	51	22	4	2	6	2891KS
1224770006	SW	24	51	22	4	3	6	2891KS
1223145002	SE	23	51	22	4	3	6	7750AE
1224771004	SW	24	51	22	4	4	6	2891KS
1224774008	SW	24	51	22	4	7	6	2891KS
1224775005	SW	24	51	22	4	8	6	2891KS
1224776003	SW	24	51	22	4	9	6	2891KS
1224777001	SW	24	51	22	4	10	6	2891KS
1224778009	SW	24	51	22	4	11	6	2891KS
1224780005	SW	24	51	22	4	13	6	2891KS
1224781003	SW	24	51	22	4	14	6	2891KS
1224785004	SW	24	51	22	4	18	6	2891KS
1223133008	SE	23	51	22	4	20	6	9020683
1223130004	SE	23	51	22	4	14A	6	8921393
1224782001	SW	24	51	22	4	15-16	6	2891KS
1223131002	SE	23	51	22	4	15-16	6	7750AE
1223132000	SE	23	51	22	4	17-18	6	7750AE
1223146000	SE	23	51	22	4	4-5	6	7750AE
1224786002	SW	24	51	22	4	P	6	2891KS
1224711000	SW	24	51	22	4	1	7	7232KS
1223104009	SE	23	51	22	4	1	7	8921393

Roll Number	Section	Sec	Twp	Rg	Mer	Lot	Block	Plan
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1224715001	SW	24	51	22	4	5	7	7232KS
1224716009	SW	24	51	22	4	6	7	7232KS
1224717007	SW	24	51	22	4	7	7	7232KS
1224718005	SW	24	51	22	4	8	7	7232KS
1224719003	SW	24	51	22	4	R	7	7232KS
1224823003	SW	24	51	22	4	M	8	9523650
1224824000	SW	24	51	22	4	N	8	9523650
1224825008	SW	24	51	22	4	P	8	9523650
1224826006	SW	24	51	22	4	Q	8	9523650
1224703007	SW	24	51	22	4		A	2963EU
1224787000	SW	24	51	22	0		A	1163AA
1224706000	SW	24	51	22	4	F1	F	962 0335
1224705002	SW	24	51	22	4	B2		9421472
1213313008	NW	13	51	22	4	C		6299KS
1224702025	SW	24	51	22	4	E1		9421472
1213306002	NW	13	51	22	4			
1223502004	SE	23	51	22	4			
1213308008	NW	13	51	22	4			
1213312000	NW	13	51	22	4			
1213305004	NW	13	51	22	4			
1213309006	NW	13	51	22	4			
1224708006	SW	24	51	22	4			
1213303009	NW	13	51	22	4			
1224709004	SW	24	51	22	4			

W6MCBL.08B

**BYLAW 23-2009**

**A BYLAW OF STRATHCONA COUNTY IN THE PROVINCE OF ALBERTA, TO AMEND BYLAW 82-96, AS AMENDED, BEING A LOCAL IMPROVEMENT TAX BYLAW FOR THE HAMLET OF SOUTH COOKING LAKE SEWAGE COLLECTION AND DISPOSAL SYSTEM.**

WHEREAS Strathcona County passed Bylaw 82-96 on December 17, 1996 for the purpose of financing the construction of a sewage collection and disposal system in the Hamlet of South Cooking Lake on a local improvement basis, and;

WHEREAS Bylaw 82-96 was amended by Bylaw 10-97, Bylaw 10-98, Bylaw 28-99, Bylaw 18-2000, Bylaw 49-2001, Bylaw 68-2002 and 26-2006; and

WHEREAS Bylaw 10-98, Bylaw 28-99, Bylaw 18-2000, Bylaw 49-2001 and Bylaw 68-2002 have since been repealed, and;

WHEREAS since the passage of Bylaw 26-2006, one property has been resurveyed into a larger parcel; and

WHEREAS the assessable acres, debenture interest rates, and total cost of the project remain unchanged; and

WHEREAS pursuant to the Municipal Government Act, R.S.A. 2000 c.M-26, the County must revise Bylaw 82-96 to reflect the new legal descriptions so that each parcel of land bears an appropriate share of the Local Improvement Assessment.

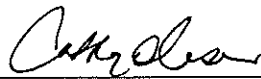
NOW THEREFORE, the Council of Strathcona County duly assembled hereby enacts as follows:

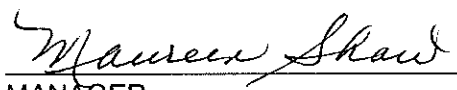
1. That Schedules "B", and "C" within Bylaw 82-96, as amended, be deleted and replaced with Schedules "B", and "C" attached to this Bylaw.
2. That Bylaw 26-2006 is hereby repealed.
3. This Bylaw shall take effect after the third reading and upon being signed.

Read a first time this 21 day of April, 2009.

Read a second time this 21 day of April, 2009.

Read a third time this 21 day of April, 2009.

  
MAYOR

  
MANAGER,  
LEGISLATIVE & LEGAL SERVICES

Date Signed: April 24, 2009

**STRATHCONA COUNTY  
15 YEAR PAYMENT PLAN  
LOCAL IMPROVEMENT TAX ASSESSMENT**

Parcels to be assessed are listed below and are contained within the special local benefit assessment area depicted on Schedule "A".

Total Assessment against all parcels: \$613,815.82

Fixed sum per parcel: \$3,836.35

Annual rate per parcel of assessment to be payable for 15 years: 431.71

Total yearly assessment against all parcels: \$11,998.98

<u>Roll Number</u>	<u>Section</u>	<u>Sec</u>	<u>Twp</u>	<u>Rg</u>	<u>Mer</u>	<u>Lot</u>	<u>Block</u>	<u>Plan</u>	<u>Annual Amount</u>
1213302001 NW	13	51	22	4	1		9926718		\$342.81
1213304007 NW	13	51	22	4					\$431.71
1213301003 NW	13	51	22	4			A	3146ET	\$431.71
1213311002 NW	13	51	22	4		B		6299KS	\$431.71
1224792000 SW	24	51	22	4	5-6	1		1163AA	\$431.71
1224722007 SW	24	51	22	4	2	1		663CL	\$431.71
1224724003 SW	24	51	22	4	4	1		663CL	\$431.71
1224734002 SW	24	51	22	4	14	1		5832HW	\$431.71
1224737005 SW	24	51	22	4	17A	1		9520094	\$431.71
1224804003 SW	24	51	22	4	N13	2		1163AA	\$431.71
1224799005 SW	24	51	22	4	7-8	2		1163AA	\$431.71
1224795003 SW	24	51	22	4	1	2		1163AA	\$431.71
1224803005 SW	24	51	22	4	12	2		1163AA	\$431.71
1224818003 SW	24	51	22	4	13-14	4		1163AA	\$431.71
1223108000 NE	23	51	22	4	16	4		7750AE	\$431.71
1223123009 NE	23	51	22	4	14-15	5		7750AE	\$431.71
1224751006 SW	24	51	22	4	3	5		2891KS	\$431.71
1223120005 NE	23	51	22	4	12	5		7750AE	\$431.71
1223121003 NE	23	51	22	4	13	5		7750AE	\$431.71
1224767002 SW	24	51	22	4	19	5		2891KS	\$431.71
1223124007 NE	23	51	22	4	21	5		8922122	\$431.71
1224772002 SW	24	51	22	4	5	6		2891KS	\$431.71
1224773000 SW	24	51	22	4	6	6		2891KS	\$431.71
1224779007 SW	24	51	22	4	12	6		2891KS	\$431.71
1224784007 SW	24	51	22	4	17	6		2891KS	\$431.71
1223147008 SE	23	51	22	4	3	7		8921393	\$431.71
1224713006 SW	24	51	22	4	3	7		7232KS	\$431.71
1224822005 SW	24	51	22	4	L	8		9523650	\$431.71
<b>Total</b>									<b>\$11,998.98</b>

**STRATHCONA COUNTY  
25 YEAR PAYMENT PLAN  
LOCAL IMPROVEMENT TAX ASSESSMENT**

Parcels to be assessed are listed below and are contained within the special local benefit assessment area depicted on Schedule "A".

Total Assessment against all parcels: \$613,815.82

Fixed sum per parcel: \$3,836.35

Annual rate per parcel of assessment to be payable for 25 years: 348.47

Total yearly assessment against all parcels: \$45,897.00

<u>Roll Number</u>	<u>Section</u>	<u>Sec</u>	<u>Twp</u>	<u>Rg</u>	<u>Mer</u>	<u>Lot</u>	<u>Block</u>	<u>Plan</u>	<u>Annual Amount</u>
1213314006	NW	13	51	22	4	1	1	2611ET	\$348.47
1224721009	SW	24	51	22	4	1	1	663CL	\$348.47
1224788008	SW	24	51	22	4	1	1	1163AA	\$348.47
1213315003	NW	13	51	22	4	5A	1	2611ET	\$348.47
1224789006	SW	24	51	22	4	2	1	1163AA	\$348.47
1224723005	SW	24	51	22	4	3	1	663CL	\$348.47
1224790004	SW	24	51	22	4	3	1	1163AA	\$348.47
1224791002	SW	24	51	22	4	4	1	1163AA	\$348.47
1224725000	SW	24	51	22	4	5	1	663CL	\$348.47
1224726008	SW	24	51	22	4	6	1	663CL	\$348.47
1224727006	SW	24	51	22	4	7	1	663CL	\$348.47
1224728004	SW	24	51	22	4	8	1	663CL	\$348.47
1224729002	SW	24	51	22	4	9	1	663CL	\$348.47
1224730000	SW	24	51	22	4	10	1	663CL	\$348.47
1224731008	SW	24	51	22	4	11	1	5832HW	\$348.47
1224732006	SW	24	51	22	4	12	1	5832HW	\$348.47
1224733004	SW	24	51	22	4	13	1	5832HW	\$348.47
1213325002	NW	13	51	22	4	13	1	2611ET	\$348.47
1224735009	SW	24	51	22	4	15	1	5832HW	\$348.47
1224738003	SW	24	51	22	4	18	1	5832HW	\$348.47
1213323007	NW	13	51	22	4	11-12	1	2611ET	\$348.47
1224736007	SW	24	51	22	4	16A	1	9520094	\$348.47
1213318007	NW	13	51	22	4	6-7	1	2611ET	\$348.47
1224819001	SW	24	51	22	4	7-8	1	1163AA	\$348.47
1213320003	NW	13	51	22	4	8-10	1	2611ET	\$348.47
1224794006	SW	24	51	22	4	9-10	1	1163AA	\$348.47
1224739001	SW	24	51	22	4	1	2	1300CL	\$348.47
1224740009	SW	24	51	22	4	2A	2	1300CL	\$348.47
1224796001	SW	24	51	22	4	2	2	1163AA	\$348.47
1224743003	SW	24	51	22	4	6	2	1300CL	\$348.47
1224798007	SW	24	51	22	4	6	2	1163AA	\$348.47
1224744001	SW	24	51	22	4	7	2	1300CL	\$348.47
1224745008	SW	24	51	22	4	8	2	1300CL	\$348.47
1224746006	SW	24	51	22	4	9	2	1300CL	\$348.47
1224747004	SW	24	51	22	4	10	2	1300CL	\$348.47
1224748002	SW	24	51	22	4	11	2	1300CL	\$348.47



<u>Roll Number</u>	<u>Section</u>	<u>Sec</u>	<u>Twp</u>	<u>Rq</u>	<u>Mer</u>	<u>Lot</u>	<u>Block</u>	<u>Plan</u>	<u>Annual Amount</u>
1224776003	SW	24	51	22	4	9	6	2891KS	\$348.47
1224777001	SW	24	51	22	4	10	6	2891KS	\$348.47
1224778009	SW	24	51	22	4	11	6	2891KS	\$348.47
1224780005	SW	24	51	22	4	13	6	2891KS	\$348.47
1224781003	SW	24	51	22	4	14	6	2891KS	\$348.47
1224785004	SW	24	51	22	4	18	6	2891KS	\$348.47
1223133008	SE	23	51	22	4	20	6	9020683	\$348.47
1223130004	SE	23	51	22	4	14A	6	8921393	\$348.47
1224782001	SW	24	51	22	4	15-16	6	2891KS	\$348.47
1223131002	SE	23	51	22	4	15-16	6	7750AE	\$348.47
1223132000	SE	23	51	22	4	17-18	6	7750AE	\$348.47
1224786002	SW	24	51	22	4	P	6	2891KS	\$348.47
1224711000	SW	24	51	22	4	1	7	7232KS	\$348.47
1224712008	SW	24	51	22	4	2	7	7232KS	\$348.47
1224714004	SW	24	51	22	4	4A	7	7232KS	\$348.47
1224717007	SW	24	51	22	4	7A	7	7232KS	\$348.47
1224718005	SW	24	51	22	4	8	7	7232KS	\$348.47
1224719003	SW	24	51	22	4	R	7	7232KS	\$348.47
1224823003	SW	24	51	22	4	M	8	9523650	\$348.47
1224824000	SW	24	51	22	4	N	8	9523650	\$348.47
1224825008	SW	24	51	22	4	P	8	9523650	\$348.47
1224826006	SW	24	51	22	4	Q	8	9523650	\$348.47
1224703007	SW	24	51	22	4		A	2963EU	\$348.47
1224787000	SW	24	51	22	0		A	1163AA	\$348.47
1224706000	SW	24	51	22	4	F1		962 0335	\$348.47
1224705002	SW	24	51	22	4	B2		9421472	\$348.47
1213313008	NW	13	51	22	4	C		6299KS	\$348.47
1224702025	SW	24	51	22	4	E1		9421472	\$348.47
1213306002	NW	13	51	22	4				\$348.47
1223502004	SE	23	51	22	4				\$348.47
1213308008	NW	13	51	22	4				\$348.47
1213312000	NW	13	51	22	4				\$348.47
1213305004	NW	13	51	22	4				\$348.47
1213309006	NW	13	51	22	4				\$348.47
1224708006	SW	24	51	22	4				\$348.47
1213303009	NW	13	51	22	4				\$348.47
1224709004	SW	24	51	22	4				\$348.47
1223156009						4	7	123720	\$335.84
1223157007						5	7	123720	\$335.84
1223158005						6	7	123720	\$335.84
1223159003						7	7	123720	\$335.84
1223160000						8	7	123720	\$335.84
1223161008						9	7	123720	\$335.84
1223162006						10	7	123720	\$335.84
1223163004						11	7	123720	\$335.84
Total									\$45,897.00



DEVELOPMENT AGREEMENT

BETWEEN:

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STRATHCONA COUNTY

AND

668472 ALBERTA LTD.

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Subdivision: Suntree Golf & Country Club  
File: 5402-1

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THIS AGREEMENT MADE THIS 3 DAY OF FEBRUARY, 1999

BETWEEN:

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

OF THE FIRST PART

- and -

668472 ALBERTA LTD., a body corporate authorized to carry on business in the  
Province of Alberta (hereinafter referred to as "the Company")

OF THE SECOND PART

**AGREEMENT**

WHEREAS the County entered into a Development Agreement with Amber Equities Inc. on the 24<sup>th</sup> day of March 1993 (hereinafter referred to as "the said Development Agreement") attached as Schedule "A" to this Agreement;

AND WHEREAS the County entered into an Agreement with 635364 Alberta Ltd. on the 23<sup>rd</sup> day of November 1995 (hereinafter referred to as "the said second Agreement attached as Schedule "B" to this Agreement;

AND WHEREAS the Company is the registered owner of a portion of the lands covered by the said Development Agreement, legally described as:-

THE NORTH WEST QUARTER OF SECTION TWO (2)  
TOWNSHIP FIFTY ONE (51)  
RANGE TWENTY TWO (22)  
WEST OF THE FOURTH MERIDIAN

AND

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THE SOUTH WEST QUARTER OF SECTION TWO (2)  
TOWNSHIP FIFTY ONE (51)  
RANGE TWENTY TWO (22)  
WEST OF THE FOURTH MERIDIAN, AS SHOWN ON A PLAN OF SURVEY  
OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON THE 20<sup>TH</sup> DAY OF  
NOVEMBER A.D. 1906  
CONTAINING 63.1 HECTARES (156 ACRES) MORE OR LESS

AND WHEREAS the Company proposes to develop a portion of the said lands covered by the said Development Agreement;

AND WHEREAS the Company desires to take the position of "the Developer" as provided for within the said Development Agreement as it pertains to the lands of which the Company is the registered owner;

AND WHEREAS the Company agrees to be bound by the terms and conditions of the said Development Agreement;

NOW THEREFORE, this Agreement witnesseth that in consideration of the payment of the sum of TEN (\$10.00) DOLLARS and the terms, conditions and covenants to be observed and performed hereto, the County agrees with the Company and the Company agrees with the County as follows:

1. The Company acknowledges and agrees that it has read the Development Agreement attached as Schedule "A" and the Second Agreement attached as Schedule "B" to this Agreement and is fully aware of the contents of the said two Development Agreements for the development and servicing of the lands;
  2. The Company agrees to be bound by the two Development Agreements as if the Company had been an original signatory party thereto;
  3. The Company shall be jointly and severally responsible for the terms and conditions of the said Development Agreements;
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4. The Company hereby agrees to indemnify and hold harmless the County including all claims, demands, actions and proceedings whatsoever by any other party whatsoever (including the Company's predecessors in interest or title) for payment or compensation relating to the terms of the said Development Agreements;

5. The previous companies with which the County entered into Development Agreements remain bound to these Agreements and 668472 Alberta Ltd. indemnifies the County with respect to all past obligations with respect to these prior Development Agreements;

6. This Agreement provides for the registration of subdivision plans and payment of fees and provision of security for the Development Area.

Attached and forming part of this Development Agreement are:

- 6.1 Schedule "C" - Legal description of Lands
- 6.2 Schedule "D" - Legal description of County Lands
- 6.3 Schedule "E" - Plan of Development Area
- 6.4 Schedule "F" - Easement Area

7. All terms and conditions of the Development Agreements dated March 24, 1993 and November 23, 1995, hereinafter referred to as "the Development Agreements", remain in full force and effect with the exception of the following amendments, additions or deletions.

8. The Developer is the owner of the Development Area lands as described in Schedule "C".

9. Ownership of the EIGHTY (80) acres within a portion of the S½ SW 11-51-22-W4 is now registered in favour of Strathcona County, hereinafter referred to as "the County". The County has exercised its option pursuant to Clause 9.3 of the Development Agreement dated March 24, 1993 and the lands described in Schedule "D"

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10. Pursuant to the Development Agreements, reference made throughout the Agreements to a portion of Lots 5, 6 and 7 that are located in the SW 11-51-22-W4 is now amended to Pt. S½ SW 11-51-22-W4, and is registered in favour of the County, as shown on Schedule "D". The County does not assume the Developer's obligations with respect to these lands.

11. Whereas the Developer is desirous of acquiring a portion of the S½ SW 11-51-22-W4 from the County, as shown on Schedule "E" as Lot 5, for access to the Development Area, the County also requires an access easement over the cross-hatched area, as shown on Schedule "F" to access the lagoon site.

12. The Developer hereby acknowledges that the County, as owner of Pt. S½ SW 14-51-22-W4 has full rights of ownership and control of the site.

13. The County, as owner of Pt. S½ SW 11-51-22-W4, acknowledges that the Developer requires an easement for use of a portion of this site, to be developed by the Developer, with an irrigation system for the Development Area.

14. Subject to the necessary County approvals being obtained, the County will sell, at the market value of \$6,000 for all that portion of the S½ SW 11-51-22-W4m as shown on Schedule "E" as Lot 5. The amount of \$6,000 is due and payable to the County at the time of endorsement of Plan of Subdivision. The Developer will grant an access easement, at no cost to the County, over the cross-hatched area, as shown on Schedule "F". The access easement is subject to terms and conditions satisfactory to the County and as long as the County requires the access. The Developer is responsible for construction of the roadway to County standards, at the sole cost of the Developer, and maintaining the easement area in perpetuity. The Developer is to confirm the right-of-way width and actual access road design standards with the County.

15. The Developer shall design and construct, at its cost, the access and intersection requirements to the Development Area and the County-owned portion of the S½ SW 11-51-22-W4, to the County's current standards, and will provide any and all additional land requirements,

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as required, to County standards, at the intersection for the acceleration and deceleration auxiliary lanes and the corner radius. The Developer will be responsible for survey and registration costs associated with the land requirements.

16. The Developer requires certain aesthetics (trees) be protected at the lagoon site, to ensure buffering between the proposed residential area and the existing lagoon, including all things necessary for the development of the Development Area, subject to the Developer obtaining all necessary approvals from the County and other environment controls, and pursuant to approved development practices.

17. Pursuant to Section 5 of the Development Agreement dated March 24, 1993, the completion date is amended to January 1, 2001.

18. The County acknowledges the delivery and deposit of \$150,000, pursuant to Clause 5.13, and a further payment of \$40,000 to be held by the County for a portion of the Developer's proportionate share of costs in the construction of the sewage lagoon. The \$40,000 payment by the Developer is in accordance with the letter dated January 29, 1996. The Developer will be responsible to pay any of its remaining and/or outstanding proportionate share of the development costs of the sewage lagoon and offsite levies, as may be required by the County.

19. SHARING OF SERVICING COSTS:

19.1 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 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.

19.2 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

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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.

20. The Developer is responsible for the cost involved in constructing an internal berm in the existing lagoon. The amount of \$5,134.14 is due and payable to the County upon endorsement of the Plan of Subdivision.

21. The Developer shall complete and provide detailed preliminary engineering drawings for the proposed sewage treatment and effluent disposal systems and obtain approval from Alberta Environmental Protection within one year of the date of execution of this Agreement.

22. The Developer is required to license, own, operate and maintain its sewage treatment and effluent disposal system by January 1, 2001, which is to be in full compliance with Alberta Environmental Protection standards. The County is not compelled to provide sufficient effluent in the lagoon located in the S½ SW 11-51-22-W4. The County will always retain full ownership of the presently existing lagoon.

23. The Developer herein acknowledges and accepts the responsibility for the placing of a Restrictive Covenant on the title for the Development Area lands, in terms acceptable to the County, for setback requirements from the sewage lagoon.

24. The Developer is to obtain approval for the subdivision of lands into five lots, in accordance with the attached Schedule E.

25. The County and the Developer acknowledge that when the Developer further subdivides the Development Area, certain fees and securities may be applicable.

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26. Under the terms of Clause 6.15 of the Development Agreement, the existing sewage lagoon system as constructed and maintained by the County will not serve any of the Development Area. The Developer shall be responsible for the costs of upgrading the existing lagoon to provide the necessary sewage treatment and disposal system as referenced under Clause 6.15 of the Development Agreement in order to service the Development Area.

27. The County confirms that the requirement for a sanitary pipe for the south-east corner of the lagoon has now been deleted.

28. Legal fees incurred by the County in respect to the preparation of these Development Agreements will be paid by the Developer, within thirty (30) days upon receipt of invoice.

29. All other aspects of the Development Agreements dated March 24, 1993 and November 23, 1995, remain unchanged.

30. 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, Alberta  
T8A 3W7

AND

668472 ALBERTA LTD.  
704 - 76 Avenue,  
Edmonton, Alberta,  
T6P 1T8

PROVIDED, HOWEVER, that such addresses may be changed upon ten (10) days notice; AND PROVIDED FURTHER that if in the event that notice is served by mail at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, the notice shall

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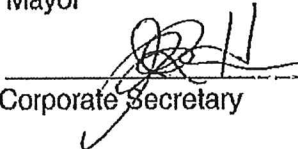
not be deemed to have been served until one (1) week after the date that normal service is restored; it being agreed that no notice shall be mailed but shall be delivered by hand at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail.

31. The Company acknowledges and agrees that all terms and conditions of the said Development Agreement shall remain in full force and effect.

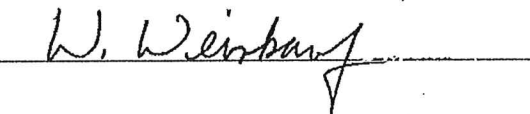
IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the days and year first above written.

STRATHCONA COUNTY

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Corporate Secretary

668472 ALBERTA LTD.

  
\_\_\_\_\_  
\_\_\_\_\_

: THE COUNTY OF STRATHCONA NO. 20

- and -

AMBER EQUITIES INC.

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A G R E E M E N T

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BROWNLEE FRYETT  
Barristers & Solicitors  
2300, 10104 - 103 Avenue  
Edmonton, Alberta  
T5J 3X7

File: 45,211-001/BAS

THIS AGREEMENT MADE THIS 24th DAY OF March, 1993

BETWEEN:

THE COUNTY OF STRATHCONA NO. 20, a municipal corporation  
(hereinafter referred to as "the County")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

AGREEMENT

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 "the Development Area")  
as shown on the plan attached as Schedule "B.1" 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 Developer was issued Development Permit  
92-0015 authorizing the construction of an 18-hole golf course  
within the Development Area (hereinafter referred to as "the Golf  
Course");



- 2 -

AND WHEREAS it is a condition of Development Permit 92-0015 that the Developer enter into a Development Agreement with the County providing for the establishment and improvement of roadways accessing the proposed Golf Course within the Development Area;

AND WHEREAS the Developer has been issued a conditional Subdivision Approval 91-S-49 for the subdivision of the lands into seven (7) lots in accordance with the Area Structure Plan approved for the Development Area to create seven (7) separate titles to each of the lots as described in the tentative plan attached as Schedule "B.1" to this Agreement;

AND WHEREAS it is a condition of the Subdivision Approval 91-S-49 that the Developer enter into a Development Agreement for the ownership and operation of utilities and the staging and cost sharing of off-site road upgrading for the Development Area;

AND WHEREAS the County and the Developer have agreed that the said construction and installation of the Developers 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 hereafter 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 "County" shall mean the County of Strathcona No. 20 and the County shall be represented by those persons specified in Schedule "D" of this Agreement.

- 3 -

- 1.2 "Defaulting Developer" shall mean a developer who is in Substantial Default under a development agreement for any stage of the Development and shall include the principals or shareholders of the developer.
- 1.3 "Development Area" shall mean that portion of the lands legally described in Schedule "A" and which are delineated and outlined in red on the map attached as Schedule "B.1" to this Agreement.
- 1.4 "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.
- 1.5 "Developer's Improvements" shall mean and include, within or without the Development Area, those services and facilities identified in Schedule "C" to this Agreement.
- 1.6 "Development Standards and Procedures" shall mean the procedures, standards and specifications as specified by the County as set forth in the "Strathcona County Engineering Servicing Standards" latest revision (at the time of the submission of the Plans), for the design, construction and installation of the Development Improvements including any alterations to or amendments of such standards and specifications which may be agreed upon in writing, by the County and Developer.
- 1.7 "Plans" shall mean plans and specifications prepared by the Developer's Consultant covering the design, construction and installation of all Developer's Improvements.
- 1.8 "Prime Rate" shall mean the prime lending rate established from time to time at the Sherwood Park branch of the Alberta Treasury Branch.

- 4 -

1.9 "Residential Development" shall mean stages 2, 3 and 4 as described in paragraph 2.1 herein.

1.10 "Substantial Default" shall mean a default by the Developer of any of its obligations relating to the construction, ownership or operation of the Developer's Improvements or the payment of any monies owed to the County.

2. DEVELOPMENT STAGING

2.1 The proposed Development is located on the Development Area as shown on Schedule "B.1" and may ultimately include:

- (a) a full 18-hole golf course and country club complete with driving range, clubhouse, pro-shop, locker rooms, putting green, restaurant, lounge together with necessary maintenance facilities and possible tennis courts and a swimming pool; all to be developed on the proposed Lot 1 ("Stage 1");
  - (b) up to seventy-eight (78) single detached residential dwellings, each on its own site in four (4) clusters located on the golf course fairways to be subdivided as bareland condominiums from Lots 3 and 4 ("Stage 2");
  - (c) up to sixty-two (62) semi-detached residential dwellings (thirty-one (31) pairs) with each pair of dwellings on its own site located at the northeast portion of Lot 5 to be subdivided as a bareland condominium and up to ten (10) residences in an exclusive townhouse complex on a bare-land unit which could later be converted into ten (10) residential condominium units through a redivision process ("Stage 3");
  - (d) a hotel comprising of one hundred (100) units in twenty-five (25) four (4) unit structures to be developed on Lot 2 ("Stage 4");
  - (e) a sewage lagoon facility to be developed on Lot 6;
  - (f) an irrigation pond to be developed on Lot 7;
- (hereinafter referred to as "the Development")



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2.2 This Development Agreement shall provide for the development of the Golf Course as contemplated in Stage 1 in accordance with Development Permit 92-0015 as well as the development principles that will apply to all stages of the proposed Development.

3. PLANS OF SUBDIVISION

3.1 The Developer at its sole cost and expense shall cause two (2) or more Plans of Subdivision for the Development Area to be prepared and approved by all necessary approving authorities in accordance with the law in that respect; PROVIDED, and it is a strict requirement of this Agreement, that all Plans of Subdivision must first have received approval in writing of the County.

3.2 The Developer covenants and agrees and except as authorized by the County in writing or the Alberta Planning Board, the Plan of Subdivision shall conform to the Plan shown as Schedule "B.1" of this Agreement and that the subsequent Plans of Subdivision shall conform to the Plan shown as Schedule "B.1" and shall also conform to the tentative Plans shown on Schedules "B.2" and "B.3" of this Agreement.

3.3 In the event that the Developer has not registered in the Land Titles Office for the North Alberta Land Registration District, the Plan of Subdivision attached as Schedule "B.1" for the Development Area within twelve (12) months of the date of the subdivision approval and the final determination of all appeals; then the County shall be entitled to terminate this Agreement for all purposes, by giving notice of termination in writing to the Developer.

3.4 The Developer covenants and agrees that it shall comply fully with all conditions of any subdivision approval for the



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Development Area which may be imposed by the County or the Alberta Planning Board, as the case may be.

3.5 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 redistricted the subject portion of 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.

3.6 In the event that a Plan of Subdivision has been registered for any Residential Development within the Development Area by the Developer, and the Developer commits a Substantial Default, the Developer shall, upon receiving written direction from the County to do so, immediately proceed to take all steps to cancel the registration of that Plan of Subdivision and further, to redistrict that portion of the Development Area to its original districting at the time immediately prior to this Agreement. The Developer, in all events, shall have obtained the cancellation of the registration of that Plan of Subdivision and the redistricting of the Development Area within three (3) months of the County providing written notice to the Developer as herein provided.

3.7 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 take 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 any Plan of Subdivision and redistricting of the

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Development Area in accordance with paragraph 3.6 of this Agreement.

3.8 The Power of Attorney conferred upon the County by the Developer in paragraph 3.7 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 and the redistricting of the Development Area within one (1) month of the County providing written notice to the Developer pursuant to paragraph 3.6 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 and the redistricting of the Development Area within three (3) months of the County providing written notice to the Developer pursuant to paragraph 3.6 of this Agreement.

3.9 The County in its discretion may extend the time limits specified in paragraph 3.8, 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 3.7 and 3.8 of this Agreement.

#### 4. PLANS

4.1 Prior to commencing construction and installation of the Developer's Improvements within or adjacent to any stage of the development of the Development Area, the Developer shall submit Plans for the particular stage to the County for its information and reference and the Plans shall give all necessary details of the Developer's Improvements to be constructed by the Developer in accordance with the particular stage, including any necessary specifications to be attached thereto.

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4.2 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 Developer's Improvements for each stage in accordance with the Plans once such Plans have been certified by the Developer's Consulting Engineer to be in conformance with the Development Standards and Procedures.

4.3 The Developer covenants and agrees that the Plans for each stage shall include a construction timetable for the construction and installation of the Developer's Improvements within and adjacent to the particular stage within the Development Area and the Developer shall, upon approval 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 subject to delays beyond the reasonable control of the Developer.

4.4 The Developer's Consulting Engineer will certify that all the Developer's Improvements are constructed strictly in accordance with the Plans, the Development Standards and Procedures and good construction and engineering practices and that full-time engineering supervision during the construction of the Developer's Improvements has occurred for review and acceptance by the County.

5. GOLF COURSE DEVELOPMENT

5.1 The Developer covenants and agrees that the construction of the Golf Course Development within the Development Area shall be commenced on or before the 1st day of June, 1993 and shall be completed in accordance with Development Permit 92-0015 on or before the 1st day of June, 1996.

5.2 The Developer acknowledges that Development Permit 92-0015 only authorizes the construction of the proposed Golf Course, as shown in the development permit application, and does not



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authorize the construction of any other related facilities or any other related uses.

5.3 The Developer covenants and agrees that it shall prepare Plans, to the County's satisfaction, for the following roadway improvements and works (hereinafter collectively referred to as "the Roadway Improvements"):

- (a) the design and construction of the intersection of Range Road 222 and the access roadway to the Golf Course Development on the location shown on the Development Permit application;
- (b) traffic control and information signage designed to control and direct all vehicular traffic destined to the Golf Course from Highway 21 so that vehicular traffic will utilize Township Road 510 to Range Road 222 to the Golf Course entrance.

5.4 The Developer covenants and agrees that the design of the Roadway Improvements shall be in accordance with the Development Standards and Procedures and that the construction and installation of the Roadway Improvements shall not commence until and unless all of the Plans for the Roadway Improvements have been approved by the County.

5.5 The Developer covenants and agrees that it shall, at its own cost and expense, construct and install the Roadway Improvements in accordance with the Plans, Development Standards and Procedures and in accordance with good construction and engineering practices, once the Plans have been approved by the County.

5.6 The Developer covenants and agrees that it shall time the construction and installation of the Roadway Improvements so that the Roadway Improvements are completed prior to the Golf Course being available for public use.

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5.7 Following the construction and installation of the Roadway Improvements, and prior to the County accepting the Roadway Improvements as completed, the Developer shall provide to the County a statement, under the seal of the Developer's Consulting Engineer, certifying that the said engineer has provided adequate periodic inspection services during the course of the work and that the said engineer is satisfied that the Roadway Improvements have been constructed and installed in accordance with the Plans, the Development Standards and Procedures and good construction and engineering practices.

5.8 The County agrees that it shall within a reasonable time inspect the Roadway Improvements as constructed and installed; PROVIDED, that the County may, prior to acceptance of the Roadway Improvements by the County, require the Developer to repair or replace any portion of the Roadway Improvements which have not been constructed and installed in accordance with the Plans, the Development Standards and Procedures and good construction and engineering practices.

5.9 The Developer covenants and agrees that the Roadway Improvements shall not be considered as completed until the County has inspected the Roadway Improvements and provided the Developer with the County's written confirmation that the Roadway Improvements have been accepted.

5.10 The Developer covenants and agrees that it shall warrant the construction and installation of the Roadway Improvements for a period of two (2) years from the date upon which the Roadway Improvements are accepted by the County as completed, and further, that during the said warranty period the Developer shall, ordinary wear and tear excepted, repair or replace the whole or any portion of the Roadway Improvements where such repair or replacement, as determined by the County, is as a result of any cause other than neglect by the County, its servants, agents or contractors.

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5.11 The Developer covenants and agrees that during the construction of the Golf Course within the Development Area that the Developer shall take such steps as are necessary to ensure, to the County's satisfaction, acting reasonably, that all construction and water truck traffic to the Development Area shall access the Development Area by means of Township Road 510.

5.12 The County agrees that it will undertake and complete an oil stabilization programme to upgrade Township Road 510 (from Highway 21 east to Range Road 222) and Range Road 222 (from Township Road 510 north to the Golf Course entrance) and that reasonable effort shall be taken by the County to ensure that the oil stabilization programme is completed to coincide with the Golf Course being available for public use.

5.13 The Developer shall deliver and deposit with the County one hundred and fifty thousand (\$150,000.00) Canadian dollars cash to be used by the County for its own use absolutely prior to the earlier of the following events:

- (a) endorsement by the County of the Plan of Subdivision attached as Schedule "B.1" to this Agreement;
- (b) commencement of construction of the Golf Course upon the Development Area;
- (c) June 1, 1993.

In its sole discretion, the County may utilize these funds to offset the costs of increased maintenance to Township Road 510 as a result of the Golf Course.

## 6. MASTER DEVELOPMENT PRINCIPLES

6.1 The Development Area shall be fully serviced by the Developer with the Developer's Improvements as required by the County for each stage of the Development. The County shall have no



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ownership or operational responsibility for the Developer's Improvements. The Developer shall provide to the County the proposed organizational structure for the ownership and operation of the Developer's Improvements. The documentation establishing the organizational structure for the ownership and operation of the Developer's Improvements shall be subject to the approval of the County and shall be executed by the owners of Lots 1 - 5 prior to the endorsement of the Plan of Subdivision attached as Schedule "B.1" to this Agreement.

6.2 All traffic generated by the Development Area shall be directed to Highway 21, Township Road 510 and Range Road 222.

6.3 The Developer shall prepare and register a restrictive covenant to the satisfaction of the County against Lots 6 and 7 restricting the use of Lots 6 and 7 to provide sanitary and storm sewer services for the Development Area and such other areas as designated by the County.

6.4 The Developer shall dedicate for roadway purposes a portion of Lot 7 to the satisfaction of the County and upon written request from the County, to provide an area for a turn-around for traffic from both the north or south to the Development Area. The cost of the preparation and registration of the road plan for the turn-around would be at the Developer's sole cost and expense.

6.5 The Developer shall dedicate and develop a public playground in proximity to the Golf Course club house with full access to the public. The timing, location, standards and access to the playground development will be subject to the County's satisfaction. The County may also require the Developer to provide and register a public access easement for the benefit of the Residential Development to the satisfaction of the County against Lot 1, at the time of the registration of the Plan of Subdivision attached hereto as Schedule "B.1".

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6.6 The Developer covenants and agrees that it shall prepare a site-grading scheme for all Residential Development within the Development Area to the satisfaction of the County and Alberta Environment, including grades and drainage patterns for individual building sites.

6.7 The Developer shall construct a satisfactory number of widened golf course paths to a standard satisfactory to the County to allow access by emergency vehicles to the Development Area. The Developer shall be required to provide a public access easement in a form satisfactory to the County which shall be registered against Lot 1 in favour of the Residential Development within the Development Area at the time of the registration of the Plan of Subdivision attached hereto as Schedule "B.1".

6.8 At the time of registration of the Plan of Subdivision attached hereto as Schedule "B.1", the Developer shall dedicate to the County five (5) metres of road widening satisfactory to the County on the boundaries of the Development Area abutting Range Road 222 and Township Road 510.

6.9 The proposed water system to be constructed by the Developer for the Development Area will be sufficient to provide fire protection service by way of internal resident sprinkler system for the Residential Development within the Development Area and also by low pressure water hydrants that will be adequate to permit fire trucks to draw water from the water reservoirs for the Development Area.

6.10 The Developer shall advise the purchaser of any lot within the Residential Development located within the Development Area that the purchaser shall be required to install an internal sprinkler system within any building constructed on such lot.



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6.11 Subject to the County's rights under Section 9 of this Agreement, the proposed sewage system and sewage lagoon located on Lot 6 for the Development Area will be jointly owned in a manner satisfactory to the County by the owners of Lots 1 - 5. The County may require that satisfactory easements be registered against Lot 7 to permit the storage and mixing of sewage effluent with irrigation water from the Residential Development within the Development Area. The Developer shall ensure that an easement satisfactory to the County is registered against Lot 1 to permit the discharge onto Lot 1 of the effluent from the Residential Development stored in the irrigation pond on Lot 7 (hereinafter referred to collectively as "the Sewage Easements"). The Sewage Easements shall be registered by the Developer concurrently with the registration of the Plan of Subdivision attached hereto as Schedule "B.1". The Developer shall be responsible to obtain all necessary Development Permits, permits to construct and permits to operate from Alberta Environment for the sewage system and sewage lagoon for the Development Area.

6.12 The Developer shall ensure that adequate street lighting is installed, maintained and operated for the benefit of the Residential Development.

6.13 The Developer shall construct the residential water system, sewage treatment facility and roadways in the Residential Development within the Development Area in accordance with the Development Standards and Procedures. The owners of Lots 1-5 of the Development Area shall own, operate and maintain the water system and sewage treatment facilities constructed by the Developer which benefit Lots 1-5, subject to Section 9. The internal roadways constructed by the Developer within the Development Area shall be owned, operated and maintained by the owners of the Lots that they provide access to.

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6.14 The Developer shall be required to register a utility right of way against Lot 1 in favour of the Residential Development within the Development Area to protect the utility servicing alignments to the satisfaction of the County concurrently with the registration of the Plan of Subdivision attached hereto as Schedule "B.1".

6.15 The Developer shall ensure that a provision is included in all sales agreements disposing of land within the Development Area informing the prospective purchaser that the water and sewage systems servicing the Residential Development are not constructed or maintained by the County.

6.16 The Developer will ensure that Lot 1 receives sewage disposal services from the same sewage disposal system that services the Residential Development within the Development Area. Temporary arrangements may be required to provide sewage disposal services to Lot 1 depending on the timing of the construction of the sewage lagoon on Lot 6. The interim servicing arrangements required for Lot 1 pending the development of the remaining stages of the Development will be subject to the County's approval.

6.17 The Developer shall provide the County with satisfactory assurances regarding the operation of the communal water and sewage systems servicing the Development Area until such time as the Residential Development has reached a sufficient level of development where operational costs for the utility systems can be borne solely by the Development Area.

6.18 The Developer agrees not to oppose a closure by the County of Range Road 222 if deemed necessary in the County's sole discretion. The Developer will also be responsible to advise all purchasers in any sales agreement for lands within the Development Area that the County may impose a closure on Range Road 222 when traffic volumes from the Development warrant such action.



6.19 The Developer shall restrict through contracts or other means to the satisfaction of the County, all water truck traffic to the Development Area along Township Road 510.

6.20 If the Developer commits a Substantial Default of its obligations under this Agreement, or any subsequent development agreement for a future stage of the Development, then the County may terminate this Agreement or any development agreement for any stage of the Development with the Defaulting Developer and refuse to enter into any subsequent development agreements for any future stage of the Development with the Defaulting Developer or endorse any future subdivision approvals for any future stage of the Development for the Defaulting Developer. The County may also exercise its power of attorney pursuant to paragraph 3.6 herein to cancel any Plan of Subdivision for the Development Area and redistrict that portion of the Development Area that is subject to the development agreement in Substantial Default. In the event of a Substantial Default under this Agreement or any development agreement for any future stage of the Development, the development agreements for the future stages of the Development shall be subject to negotiation on terms and conditions satisfactory to the County.

- 6.21 (a) In the event that the County claims that the Developer is in default in the observance and performance of the terms, covenants and conditions of this Agreement, other than a Substantial Default which is governed solely by paragraph 6.20, the County shall give the Developer notice in writing of such claimed default, and shall, by such notice, require the Developer to rectify such default within Fifteen (15) days of the receipt of such notice and the Developer shall rectify such default within the time prescribed or shall within Three (3) days of receipt of the said notice advise the County that the County may rectify such default at the Developer's cost and expense;
- (b) If the Developer denies that it is in default as claimed in such notice, the Developer shall, within

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Ten (10) days request a reference to arbitration pursuant to the provisions of paragraph 10.5 hereof;

- (c) If the Arbitrator confirms that the Developer is in default as claimed by the County, the Developer, subject to clause (d) next following, shall have a period of Fifteen (15) days from the receipt of the decision of the Arbitrator within which to rectify the default;
- (d) If the Arbitrator confirms that the Developer is in default as claimed by the County, and if the Developer advised the County that the County may rectify the default at the Developer's cost and expense, as provided in clause (a) above, the County may proceed to rectify the default at the Developer's cost and expense.

6.22 The Developer shall ensure that the Development Area is serviced with power, gas and telephone to the satisfaction of the County including the negotiation of all utility rights of way reasonably required to facilitate such servicing which shall be registered by the Developer concurrently with any plan of subdivision for the Development Area.

6.23 The Developer agrees to pay any additional levies that the County may impose from time to time that may relate to the Development Area. The County agrees that any additional levies imposed by the County on the Development Area will be of general application to new development areas in the County or portions thereof.

6.24 The Developer acknowledges and agrees that as each stage of the Development is constructed, the County may require in its sole discretion that a separate development agreement for each stage of the Development will have to be negotiated and executed between the Developer and the County prior to commencement of construction of each stage of the Development and that each separate development agreement for each stage of the Development shall comply fully with the development principles set forth in



this Agreement, subject to the event of a Substantial Default where paragraph 6.20 herein shall govern.

6.25 The Developer guarantees to the County that the Developer's Improvements shall be installed and operating before as required herein prior to any development permits being issued for any development within the Residential Development. The Developer agrees to make this covenant a term of any sales agreement with any purchaser of land within the Residential Development.

7. OFF-SITE ROADS

7.1 The total road upgrading required to handle the projected traffic generated by the Development shall consist of:

- (a) upgrading to provide for a finished width of 9.0 metres and cold mix the surface of Township Road 510 from Highway 21 to the easterly access of the Development Area and upgrade Range Road 222 from Township Road 510 north to the access to the Development Area at a 1992 estimated cost of 1.12 million dollars;
- (b) paving Township Road 510 and Range Road 222 with hot mix asphalt to a cross-section of 75 millimetre at a 1992 estimated cost of 0.58 million dollars;
- (c) any and all improvements required by Alberta Transportation to the intersection of Highway 21 and Township Road 510.

(hereinafter referred to as "the Road Upgrading")

7.2 The following is the proposed staging of the Road Upgrading based upon the Development staging:

- (a) Stage 1 - Undertake additional gravelling and DL10 stabilization of Township Road 510 to Range Road 222 and on Range Road 222 to the Golf Course. During gravelling, grading will provide additional roadway width. Provide intensive directional signage to Golf Course.

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- (b) Stage 2 - Ongoing maintenance of roadways and extension of DL10 stabilization to Residential Development access on Township Road 510.
- (c) Stage 3 - Ongoing maintenance or upgrade roadway width of 4 kilometre of Township Road 510. Upgrade roadway width of one point six (1.6 km) kilometres of Range Road 222.
- (d) Stage 4 - Pave seven point two (7.2 km) kilometres of Township Road 510. Pave one point six (1.6 km) kilometres of Range Road 222. If roadway upgradings are carried on in Stage 3 otherwise carry out full improvements in Stage 4.

The actual staging for the Road Upgrading shall be determined in the sole discretion of the County.

7.3 The Developer's contribution towards the Road Upgrading for the Development Area would be 1.0 million dollars in 1992 to be collected at various stages of the Development as they are constructed. The County's proposed contribution toward upgrading and paving costs relating to the Development is estimated in 1992 dollars at 0.7 million dollars. The actual contribution by the County toward this Development will be subject to the approval of County Executive and County Council. Any contribution by the County to the Road Upgrading for the Development would be in the latter stages of the Development after the Development is generating municipal tax revenue.

7.4 Any grants or contributions which the off-site roads may qualify for shall be used firstly to reduce the County's contribution and secondly to reduce the Developer's contribution toward the Road Upgrading required for the Development Area. If grants have not been obtained within five (5) years of the date of signing of this Agreement then, the Developer shall receive no refund of the contributions paid hereunder.

7.5 The Developer's contribution towards off-site Road Upgrading required for the Development Area shall be payable upon

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execution of the development agreement for each stage of the Development or as otherwise agree to as follows:

- (a) Stage 1 - One hundred and fifty thousand (\$150,000) dollars cash contribution to the County to undertake gravelling and DL10 applications on Township Road 510. The Developer will install signage to control and direct traffic to Township Road 510 from Highway 21.
- (b) Stage 2 - Single detached residential dwellings on all or any portion of Lots 3 and 4 provide three hundred and fourteen thousand (\$314,000) dollars cash contribution.
- (c) Stage 3 - Semi-detached and multi-family residential on Lot 5 provide two hundred and eight-eight thousand (\$288,000) dollars cash contribution.
- (d) Stage 4 - Hotel site on Lot 2 provide four hundred thousand (\$400,000) dollars cash contribution.

7.6 The Developer's contribution towards off-site Road Upgrading will be adjusted at each stage of the Development in accordance with the Alberta Road Builders Construction Index or comparable construction index acceptable to the County to reflect any escalations which may occur in construction costs. The interest the County has received on contributions made by the Developer for Stages 2 and 3 less monies used for maintenance would be deducted from the new estimated cost to determine the contributions for that Stage. The greater of interest that the County has received on contributions made by the Developer or the escalation in construction costs will be used to determine the Developer's contribution at each stage.

#### 8. SECURITY

8.1 The Developer shall deliver and deposit with the County, security in an amount equal to Fifty (50%) percent of the Developer's cost of constructing and installing the Developer's



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Improvements within the Development Area, prior to any resubdivision or development of any of the Lots located within the Development Area at any Stage of the Development to ensure satisfactory construction of the Developer's Improvements or alternatively, the Developer shall construct the Developer's Improvements prior to the subdivision plan being endorsed or a development permit approval.

8.2 The Developer covenants and agrees that during the currency of this Agreement or any subsequent development agreement for any stage of the development the Developer shall maintain in full force and effect all security and insurance required under the terms of this Agreement or subsequent development agreement.

8.3 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.

8.4 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 sixty (60) 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.

8.5 The security required to be deposited by the Developer may be required to be increased to cover deficiencies in the construction and installation of the Developer's Improvements or decreased to acknowledge partial completion of the construction and installation of the Developer's Improvements by the County upon written notice to the Developer at any time during the currency of this Agreement or subsequent development agreement for a future stage of the Development if it shall appear to the County, in its



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discretion, that the security is excessive or insufficient in relation to the costs or protection to the County for which the security has been provided.

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

- (a) the Developer, by any act or omission, is in default or Substantial Default of any term, condition or covenant of this Agreement or subsequent development agreement for a future stage of the Development;
- (b) the security to be provided by the Developer to the County pursuant to this Agreement or subsequent development agreement for a future stage of the Development is due to expire within a period of sixty (60) 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 solicitor;

the County may make demands as payee and beneficiary under the security to be provided by the Developer pursuant to this Agreement or subsequent development agreement for a future stage of the Development.

8.7 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 sixty (60) 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.

8.8 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, including but not limited to or required to, performing any of the obligations of the Developer herein or contracting with a third party to perform the obligations of the Developer contained herein.

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9. COUNTY OPTIONS ON SEWAGE LAGOON

9.1 The Developer shall provide to the County the opportunity to utilize the capacity in excess of the needs of the Development in the proposed sewage lagoon on Lot 6, subject to the County paying its proportionate share of the capital development costs incurred by the Developer to construct or expand the sewage lagoon facility.

9.2 The County shall also have the option should the Development not proceed in the stages as contemplated under this Agreement, to construct a sewage lagoon on Lot 6 and a storage pond on Lot 7 with the Developer being responsible for its proportionate share of the development costs incurred by the County in the construction of a sewage lagoon on Lot 6 and a storage pond on Lot 7 upon tying into the sewage lagoon for the benefit of the Development Area.

9.3 The County shall have the option upon delivery of written notice to the Developer to purchase and the Developer agrees to transfer to the County Lot 6 free and clear of all encumbrances for the sum of \$1.00 dollar for the development of a sewage lagoon should the County's plans precede the Developer's plans to develop a sewage lagoon on Lot 6.

9.4 In the event that the County exercises its option to purchase Lot 6, the Developer shall also transfer to the County at no cost to the County the rights contained in the Sewage Easements to allow the storage and discharge of sewage effluent from Lot 6 onto Lot 7 and Lot 1.

9.5 The operating costs for the operation of the sewage lagoon system shall be shared by the Developer and the County in proportion to their respective use of the capacity of the sewage lagoon system.

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9.6 The provisions of this Section 9 shall survive the termination of this Agreement or any subsequent development agreement for any stage of the Development.

10. GENERAL MATTERS

10.1 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 three (3%) per cent and such interest rate shall be adjusted from time to time in accordance with any change to the Prime Rate.

10.2 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 thereon at the Prime Rate less two (2%) percent (less any amounts lawfully owing from the Developer to the County).

10.3 For purposes of calculating interest under paragraphs 10.1 and 10.2, 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.

10.4 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



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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.

10.5 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.

10.6 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

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paragraph 10.5 hereof, then an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.

10.7 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, depending upon their respective fault as found by the arbitrator.

10.8 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.

10.9 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.

10.10 The Developer shall carry comprehensive liability insurance with insurable limits of no less than  
s. 16(1) or each occurrence or incident; PROVIDED, that such liability insurance may be cancelled at the end of the currency of this Agreement.

10.11 The Developer shall at all times comply with all legislation, regulations and municipal bylaws and resolutions

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relating to the development of the Development Area by the Developer.

10.12 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.

10.13 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.

10.14 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.

10.15 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.

10.16 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.

10.17 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



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delivery by hand to, or by registered mail sent to, the respective addresses of the parties being:

THE COUNTY OF STRATHCONA NO. 20  
2001 Sherwood Drive,  
Sherwood, Park, Alberta. T8A 3W7

AND

AMBER EQUITIES INC.

PROVIDED, HOWEVER, that such addresses may be changed upon ten (10) days notice; AND PROVIDED, FURTHER, that if in the event that notice is served by mail 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 deemed to have been served until one (1) week after the date that normal service is restored; it being agreed that no notice shall be mailed but shall be delivered by hand at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail.

10.18           The Developer acknowledges and agrees that the County shall be at liberty, pursuant to the Planning Act (Alberta), upon the execution of this Agreement, to file at the Land Titles Office for the North Alberta Land Registration District a caveat against the Development Area and against the undeveloped portion of the lands described in Schedule "A" for purposes of protecting the County's interests and rights pursuant to this Agreement which the Developer shall ensure is registered as a first charge on the lands described in Schedule "A". The County agrees to provide partial

- 29 -

discharges and postponements of its caveat registered against the Residential Development lands upon request by the Developer where in the opinion of the County, acting reasonably, its interests are reasonably protected.

10.19 This Agreement shall not be assignable by the Developer without the express written approval of the County. Such approval shall be subject to paragraph 10.20 next following and may be withheld by the County in its discretion.

10.20 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.

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

10.22 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,

- 30 -

conditions and covenants contained herein and the legal effects thereof.

10.23 The Developer shall be responsible for, and within thirty (30) days of the presentation of the account, pay to the County all legal costs, fees, expenses and disbursements incurred by the County through its solicitors in the negotiation for, in the preparation of, in the execution of, in the enforcement of, and during the performance of this Agreement. The County acknowledges receipt from the Developer of three thousand (\$3,000.00) dollars as a partial payment of the legal costs incurred by the County for the preparation of the Development Agreement. The Developer agrees to pay the County's administrative and legal costs within thirty (30) days of the date of invoice for the costs from the County. In addition, the Developer agrees to pay the County two thousand and six hundred (\$2,600.00) dollars upon execution of this Agreement for legal costs incurred by the County prior to the negotiation of this Agreement in relation to this Development.

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.

THE COUNTY OF STRATHCONA NO. 20

Per: 

Per:   
Acting Corporate Secretary

AMBER EQUITIES INC.

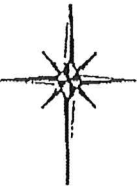
Per: 

Per: 

Schedule A, pages 41 - 43 redacted in their entirety under s. 4(1)(I) of the FOIP Act



SCHEDULE "B.1"



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Run 10

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Block 2  
Pebble Court  
Court Estates

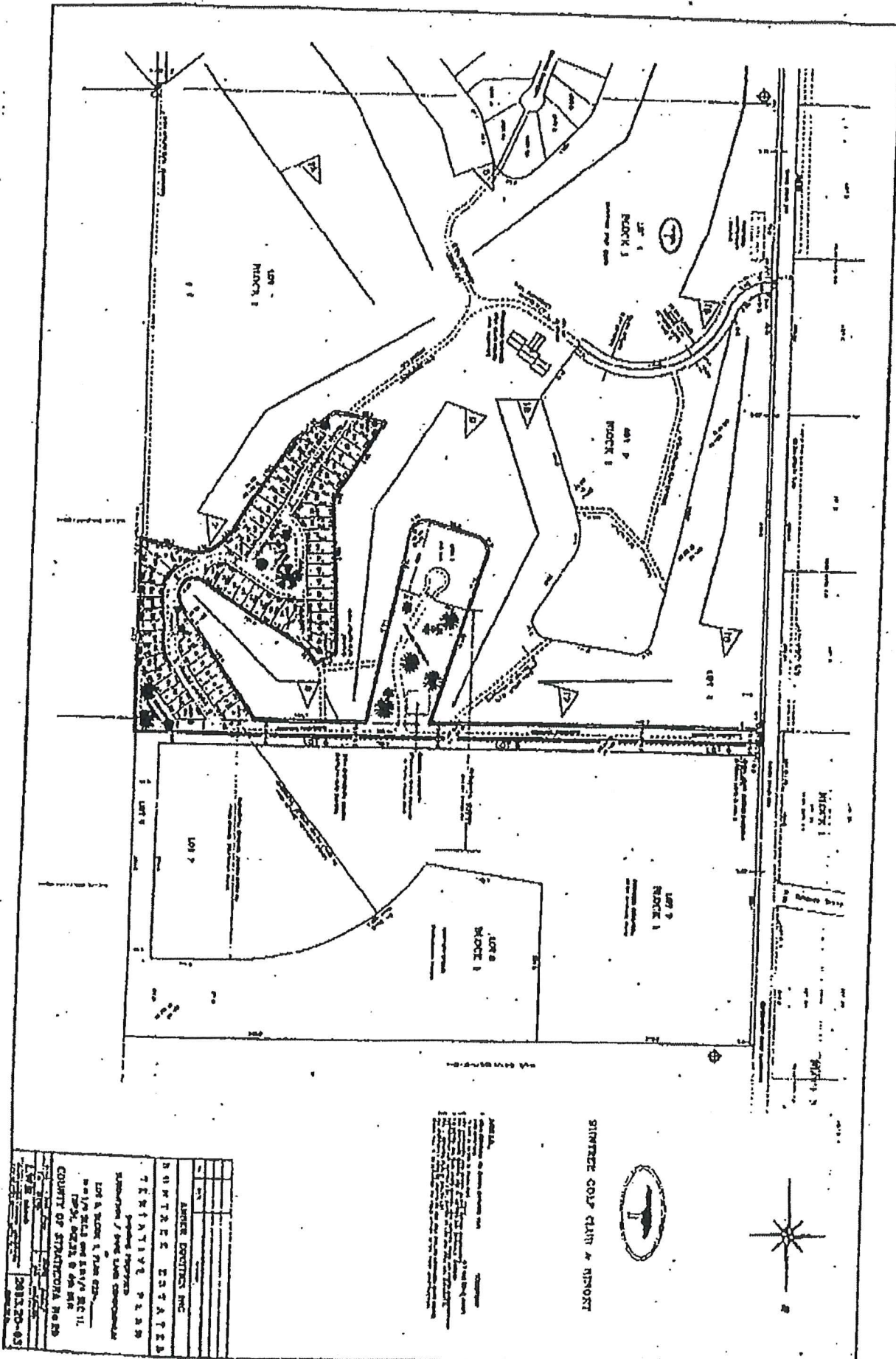
~~MUNICIPAL RESERVE CREATION~~

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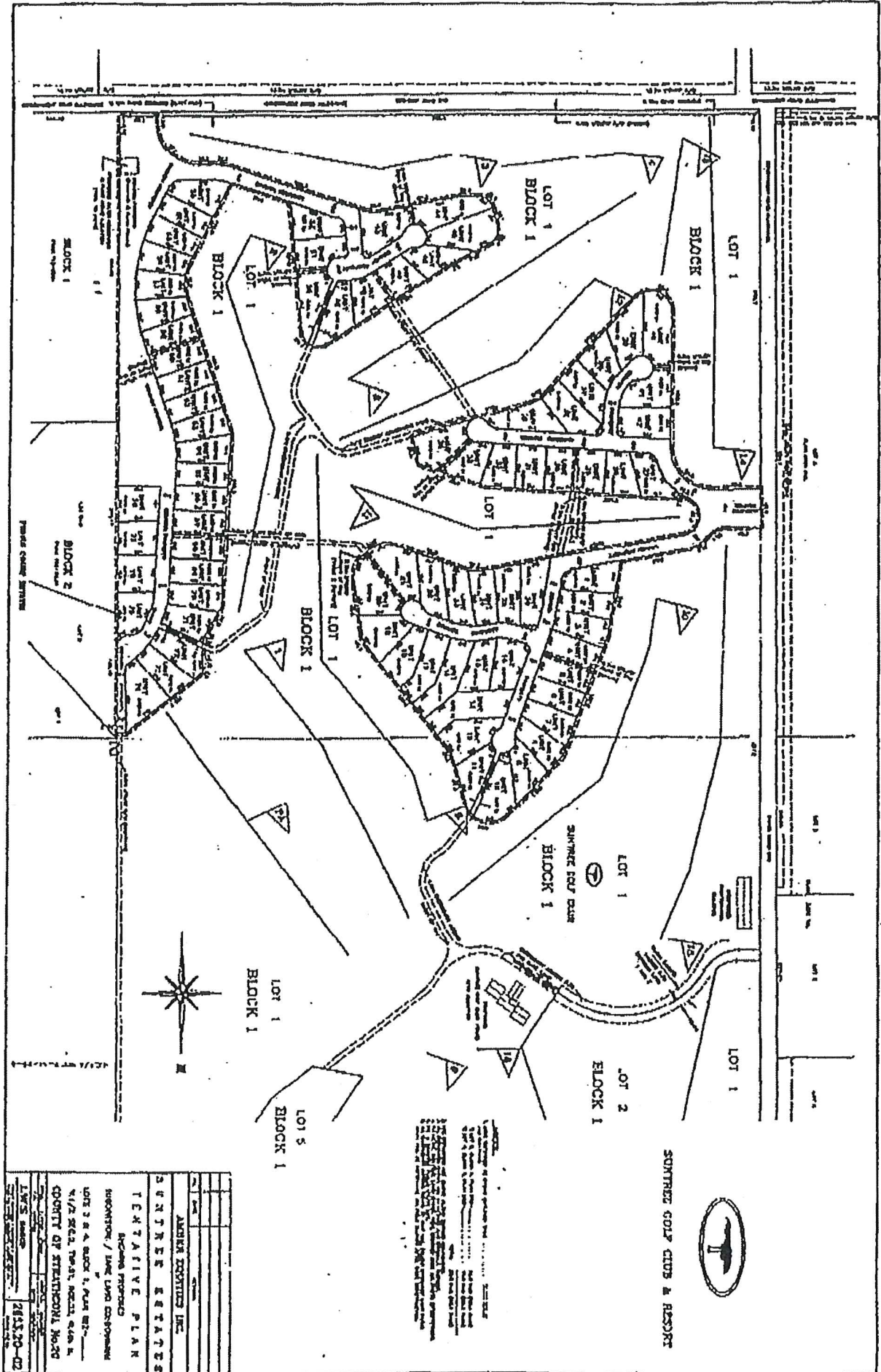
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SCHEDULE "B.2"





SCHEDULE "B.3"



SCHEDULE "C"

Developers Improvements shall mean and include the following to be constructed in and adjacent to the Development Area:

- (a) All sanitary sewer mains, appurtenances; and disposal systems including lagoons; and
- (b) All drainage systems, including storm sewers, storm sewer connections, provisions for weeping tile flow where a high water table or other subsurface conditions cause continuous flow in the weeping tile, storm retention and irrigation ponds and associated works, all as and where required by the County; and
- (c) All water mains, including all fittings, valves, hydrants, reservoirs 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 and parking areas as and where required by the County; and
- (f) 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 shall be installed or constructed within thirty (30) days of being requested by the County so to do; and
- (g) 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 review of the County; and
- (h) 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
- (i) To establish, or re-establish, any survey monuments or iron posts (including pins on individual lots) as and where and when required by the County throughout the Development Area; and
- (j) 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

- 2 -

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

- (k) All utilities including electricity, natural gas, telephone 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"

The following representatives of the County of Strathcona No. 20 have been delegated the responsibilities of ensuring that the Developers Improvements are designed and constructed to the County's satisfaction;

Real Estate and  
Land Development  
Co-ordinator:

- Overall responsibility for the administration of the Development Agreement including securities and insurance. All correspondence from and to the Developer will be directed via the Co-ordinator.
- Responsible for all engineering matters including items a), b), c), d), e), f), h), i), and k) as identified in Schedule "C".
- Responsible for all subdivision and easement plans.

The Commissioner of the County of Strathcona No. 20 may, upon written notice to the Developer, revise the above responsibilities from time to time in his sole discretion.

# **STRATHCONA COUNTY**

AGREEMENT

BETWEEN

---

STRATHCONA COUNTY

AND

635364 ALBERTA LTD.

---



THIS AGREEMENT MADE THIS 23rd DAY OF November, 1995

BETWEEN:

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

OF THE FIRST PART

- and -

635364 ALBERTA LTD., a body corporate authorized to carry on business in the Province of Alberta (hereinafter referred to as "the Company")

OF THE SECOND PART

**AGREEMENT**

WHEREAS the County entered into a Development Agreement with Amber Equities Inc. on the 24th day of March 1993 (hereinafter referred to as "the said Development Agreement") attached as Schedule "A" to this Agreement;

AND WHEREAS the Company acquired a portion of the lands covered by the said Development Agreement, legally described as:-

THE NORTH WEST QUARTER OF SECTION TWO (2)  
TOWNSHIP FIFTY ONE (51)  
RANGE TWENTY TWO (22)  
WEST OF THE FOURTH MERIDIAN

AND

THE SOUTH WEST QUARTER OF SECTION TWO (2)  
TOWNSHIP FIFTY ONE (51)  
RANGE TWENTY TWO (22)  
WEST OF THE FOURTH MERIDIAN, AS SHOWN ON A  
PLAN OF SURVEY OF THE SAID TOWNSHIP SIGNED AT  
OTTAWA ON THE 20TH DAY OF NOVEMBER A.D. 1906  
CONTAINING 63.1 HECTARES (156 ACRES) MORE OR LESS

AND WHEREAS the Company proposes to develop a portion of the said lands covered by the said Development Agreement;

AND WHEREAS the Company desires to take the position of "the Developer" as provided for within the said Development Agreement as it pertains to the lands of which the Company is the registered owner;

AND WHEREAS the Company agrees to be bound by the terms and conditions of the said Development Agreement;

NOW THEREFORE, this Agreement witnesseth that in consideration of the payment of the sum of TEN (\$10.00) DOLLARS and the terms, conditions and covenants to be observed and performed hereto, the County agrees with the Company and the Company agrees with the County as follows:

1. The Company acknowledges and agrees that it has read the Development Agreement attached as Schedule "A" to this Agreement and is fully aware of the contents of the said Development Agreement for the development and servicing of the lands;
2. The Company agrees to be bound by the Development Agreement as if the Company had been an original signatory party thereto;
3. The Company along with Amber Equities Inc. shall be jointly and severally responsible for the terms and conditions of the said Development Agreement and considered collectively to be "the Developer" as provided for in the said Development Agreement;
4. The Company hereby agrees to indemnify and hold harmless the County including all claims, demands, actions and proceedings whatsoever by any other party whatsoever (including the Company's predecessors in interest or title) for payment or compensation relating to the terms of the said development agreement.

5. 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, Alberta, T8A 3W7

AND

635364 ALBERTA LTD.  
704 - 76 Avenue,  
Edmonton, Alberta, T6P 1T8


PROVIDED, HOWEVER that such addresses may be changed upon ten (10) days notice; AND PROVIDED, FURTHER that if in the event that notice is served by mail 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 deemed to have been served until one (1) week after the date that normal service is restored; It being agreed that no notice shall be mailed but shall be delivered by hand at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail.

6. The Company acknowledges and agrees that all terms and conditions of the said Development Agreement shall remain in full force and effect.

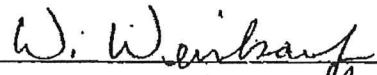
IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

STRATHCONA COUNTY

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Corporate Secretary

635364 ALBERTA LTD.

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

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

LD:A:635364.ASS



**SCHEDULE "C" - PLAN OF DEVELOPMENT AREA**

THE SOUTH WEST QUARTER OF SECTION TWO (2)  
TOWNSHIP FIFTY ONE (51)  
RANGE TWENTY TWO (22)  
WEST OF THE FOURTH MERIDIAN, AS SHOWN ON A  
PLAN OF SURVEY OF THE SAID TOWNSHIP SIGNED AT  
OTTAWA ON THE 20<sup>TH</sup> DAY OF NOVEMBER A.D. 1906  
CONTAINING 63.1 HECTARES (156 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS

AND

MERIDIAN 4 RANGE 22 TOWNSHIP 51  
SECTION 2  
QUARTER NORTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

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**SCHEDULE "D"**

THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION ELEVEN (11)  
TOWNSHIP FIFTY ONE (51)  
RANGE TWENTY TWO (22)  
WEST OF THE FOURTH MERIDIAN  
CONTAINING 32.35 HECTARES (80 ACRES) MORE OR LESS.  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME.

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