

LAC LA BICHE COUNTY POLICY

TITLE: DEVELOPMENT AGREEMENT	POLICY NO: PI-61-003
RESOLUTION: 11.382	EFFECTIVE DATE: JANUARY 12, 2010
LEAD ROLE: MANAGER, PLANNING & DEVELOPMENT	NEXT REVIEW DATE: DECEMBER 31, 2013
SPECIAL NOTES/CROSS REFERENCE: CM-61-002	AMENDMENT DATE: JUNE 28, 2011

POLICY STATEMENT:

Lac La Biche County believes the use of development agreements can lead to orderly and sustainable development that is fair to the County and the development community. The implementation of a development agreement policy will provide clear direction for County staff and developers relating to the servicing of new development and subdivisions within the County.

PROCEDURE:

1. As a condition of development permit or subdivision approval, the developer may be required to enter into a development agreement with the County.
2. For the purposes of this policy, “residential”, “commercial” and “industrial” refers to all residential, commercial and industrial districts within Lac La Biche County’s Land Use By-Law
3. Two forms of development agreements are in place and address the specifics for each development permit and proposed subdivision. This agreement may apply as follows:
 - i. Long Form Development Agreement. As part of a development permit condition, the developer may be required to install municipal improvements to the development or prior to endorsing the plan of subdivision, the developer shall be required to install all municipal improvements to each lot to the standards and specifications of Lac La Biche County. The areas in which the long form may be required are:
 - a) Multi-Lot Residential subdivisions;
 - b) Multi-lot Commercial/Industrial subdivisions;
 - c) Development that require municipal improvements to be installed.
 - ii. Short form Development Agreement. This agreement may apply as follows.
 - a) Agricultural subdivisions;

- b) Single lot/double lot residential subdivisions;
 - c) Single lot/double lot commercial/industrial subdivisions; and
 - d) Development permits deemed necessary to implement the long form.
4. The manager, Planning and Development shall be responsible to create both the long and short form of the development agreement and shall ensure that each form complies with the spirit and intent of this policy.
 5. Administration has the signing authority to negotiate and administer the policy and the standard agreements for all short form development agreements.
 6. Unless stipulated by condition that the project normally covered by the Long Form agreement need not be heard by Council, administration shall have the ability to negotiate the terms of the Long Form Agreement and present them to Council. The Council may, or may not agree to hear the developer speak should they not agree with the terms of the development agreement.
 7. Administration will review this policy annually to ensure that it remains effective and addresses development agreement issues in a proactive, fair and consistent manner.

"Original Signed"
Chief Administrative Officer

August 4, 2011
Date

"Original Signed"
Mayor

August 15, 2011
Date

SCHEDULE 'A'

DEVELOPMENT AGREEMENT

Made this _____ day of _____, A.D. 20__.

BETWEEN:

LAC LA BICHE COUNTY,
a Municipal Corporation,
of Box 1679, Lac La Biche, AB T0A 2C0
(hereinafter called "Lac La Biche County")

OF THE FIRST PART

- and -

(hereinafter called "The Developers")

OF THE SECOND PART

WHEREAS the Developer is or is entitled to become owner of the lands (the "Lands") and proposes to commence the development of a subdivision (**File #**____) (the "Subdivision"), on that portion of the Lands which are legally described on **Schedule "A"** and shown on **Schedule "A-1"** attached (hereinafter referred to as the ("Development Area"); and

WHEREAS the parties hereto agree that the Developer shall construct and install the Local Improvements and Utilities described and specified on **Schedule "D"** and **Schedule "E"** hereto to service the Lands at the Developer's sole cost and expense; and

WHEREAS upon the satisfactory completion of the work and expiry of the Warranty Period, the Local Improvements shall become the property of Lac La Biche County, and

WHEREAS the Parties now wish to enter into an Agreement to provide for the construction and installation of Local Improvements and Utilities as hereinafter defined to service the Lands at the Developer's sole cost and expense on the terms and conditions hereinafter set-forth; and

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

I. INTERPRETATION

1. **"County Manager"** shall mean the Chief Administrative Officer, or designate, of Lac La Biche County.
2. **"Consulting Engineer"** shall mean the consulting professional engineer or engineers retained by the Developer.
3. **"Council"** shall mean the Lac La Biche County Council as constituted from time to time;

"Construction Completion Certificate" shall mean a certificate issued pursuant to Article V (2) of this Agreement and shall be in the form attached as **Schedule "B"** to this Agreement;

4. **"Development Area"** shall mean the lands described in **Schedule "A"** and shown in **"Schedule "A-1"** attached hereto.
5. **"External Local Improvements"** shall mean all of the Local Improvements or the portions thereof to be constructed by the Developer outside of the Subdivision as described on **Schedule "D"** hereto;
6. **"Final Acceptance Certificate"** shall mean a certificate issued pursuant to Article V (8) of this Agreement and shall be in the form attached as **Schedule "C"** of this Agreement;
7. **"General Design Standards"** shall mean the General Design Standards, as amended from time to time, and are approved by the Municipal Engineer for the construction and installation of the Local Improvements;
8. **"Internal Local Improvements"** shall mean all of the Local Improvements or the portions thereof to be constructed by the Developer within the Subdivision which is described and specified on **Schedule "D"** hereto;
9. **"Local Improvements"** shall mean all the Internal Local Improvements and the External Local Improvements, together with all necessary appurtenances, which are described and specified in **Schedule "D"** attached hereto;
10. **"Maintenance"** shall mean the Developer shall only be responsible for defects and deficiencies in materials or workmanship and any failure of the Local Improvements to comply with the General Municipal Servicing Standards and the Plans and Specifications. Lac La Biche County shall provide the subdivision with such municipal services during the Warranty Period for the Internal Local Improvements and the External Local Improvements as are normally available to the other residents of Lac La Biche County.
11. **"Municipal Engineer"** shall mean the professional engineer or engineers employed or retained by Lac La Biche County.
12. **"Plans and Specifications"** shall mean plans, specifications, material lists and performance criteria for the Local Improvements approved by the Municipal Engineer covering the design, construction and installation of the Local Improvements;
13. **"Warranty Period"** shall mean the following:
 - i) for the *Internal Local Improvements* that period commencing on the date of issuance of a Construction Completion Certificate for the Internal Local Improvements and ending on the date of the issuance by Lac La Biche County of Final Acceptance Certificate for the Internal Local Improvements, and,
 - ii) for the *External Local Improvements* that period commencing on the date of issuance of a Construction Completion Certificate for the External Local Improvements and ending on the date of issuance by Lac La Biche County of a Final Acceptance Certificate for the External Local Improvements.
14. **"Utilities"** shall mean those utilities together with all necessary appurtenances, which are described in **Schedule "E"** attached hereto.

II. COVENANTS OF THE DEVELOPER

1. The Developer, at no direct or out-of-pocket expense to Lac La Biche County, shall cause a plan of the Subdivision to be prepared and approved by all the necessary governmental authorities and registered at the Land Titles Office for the North Alberta Land Registration District.

2. Notwithstanding the provisions contained in Paragraph 1 of this Article, the Developer undertakes, warrants and agrees that the Developer shall not register the plan of the Subdivision at the Land Titles Office for the North Alberta Land Registration District nor shall Lac La Biche County be required to provide Lac La Biche County's consent to the registration of the plan of the Subdivision at the said Land Titles Office until such time as all of the following conditions shall have been satisfied:
 - (a) The Developer shall have completed the construction and installation of the Internal Local Improvements and a Completion Certificate shall have been issued by Lac La Biche County for the Internal Local Improvements;
 - (b) The Developer shall have completed the construction and installation of the External Local Improvements and a Completion Certificate shall have been issued by Lac La Biche County for the External Local Improvements.
 - (c) The Developer shall have complied with the provisions of Paragraph 6 of this Article;
 - (d) The Developer shall have paid to Lac La Biche County all sums owing to Lac La Biche County pursuant to this Agreement, including, without restricting the generality of the foregoing, those sums owing pursuant to Paragraph 3 of this Article.
 - (e) The Developer shall have complied with all of the provisions of Article III of this Agreement.
 - (f) All conditions of the subdivision approval for the Lands are satisfied;
 - (g) The Developer provides satisfactory evidence of suitable arrangements for installation of the Utilities.
3. Prior to Lac La Biche County endorsing the registration document for the Subdivision, the Developer shall pay to Lac La Biche County the following amounts:
 - (a) A subdivision endorsement fee of ONE HUNDRED AND FIFTY (\$150.00) DOLLARS for each parcel, exclusive of reserves, contained within the Subdivision; and
 - (b) All applicable offsite levies.
4. The Developer shall submit the Plans and Specifications to the Municipal Engineer in such form and in such detail as shall be required by the Municipal Engineer. The Developer undertakes, warrants and agrees that the Developer shall not commence construction of any of the Local Improvements until such time as :
 - (a) all of the Plans and Specifications shall have been approved in writing by the Municipal Engineer'
 - (b) such securities may be required for construction, connection or installation of External Local Improvements as required by the Plans and Specifications; and
 - (c) evidence satisfactory to the County that the insurance required under this Agreement, including Worker's Compensation Act coverage, is in place.
5. Within a period of two (2) years following the date of this Agreement the Developer shall complete the construction and installation of the Local Improvements at the Developer's sole cost and expense, in a good and workmanlike manner, in strict conformity with this agreement, with the Plans and Specifications and the General Design

Standards and proper and accepted engineering practices, and in accordance with any requirements of law applicable to the work.

6. Prior to the date of issuance by Lac La Biche County of any Completion Certificate for the Local Improvements, the Developer shall provide Lac La Biche County with such evidence and assurances, as Lac La Biche County shall require that arrangements satisfactory to Lac La Biche County have been made for the construction and installation of the Local Improvements Utilities required pursuant to **Schedule "E"** hereto.
7. The Developer shall cause all work to be conducted diligently, with reasonable dispatch, in a workmanlike manner, according to the requirements and specifications of the Municipal Engineer and as to not cause more inconvenience to the other residents of Lac La Biche County than is necessary in the circumstances.
8. The Developer, its servants, agents and contractors shall do as little damage as possible in the construction of the Local Improvements and shall cause as little obstruction as possible to the movement of traffic and other works within Lac La Biche County during the progress of the work, and at all times shall restore the streets, highways, avenues, lanes, public areas and privately owned lands and improvements to a state of repair as nearly as possible equal to their state of repair existing at the commencement of construction, and shall be responsible for any maintenance to the Local Improvements during the construction of the Local Improvements and until a Completion Certificate is issued for the Local Improvements.
9. The Developer, if requested to do so by Lac La Biche County, shall assure and transfer each of the Local Improvements to Lac La Biche County without any cost or expense to Lac La Biche County upon the issuance by the Municipal Engineer of a Final Acceptance Certificate for the Internal Local Improvements and the External Local Improvements.
10. The Developer shall protect and indemnify Lac La Biche County against any damage or expense caused or incurred by the Developer, its agents, servants, or contractors as a result of the performance by the Developer of any work or undertaking to be performed or carried out by the Developer pursuant to this Agreement.
11. During the construction of the Local Improvements and during the Warranty Period, any Local Improvement which by virtue of this Agreement is constructed or is subject to the direction, management and control of the Developer, including a crossing, culvert, approach, grade, or other work made or done therein or thereon by the Developer or by a person with the permission of the Developer and which is within the limits of Lac La Biche County, shall be kept in a reasonable state of repair by the Developer and in default of the Developer keeping the same in repair, the Developer shall be liable for all damages sustained by Lac La Biche County and by any person or corporation by reason of such default and the Developer shall indemnify and save harmless Lac La Biche County against any claim for damages, expenses or costs arising there from and for which Lac La Biche County is held liable.
12. The Developer shall take all proper steps to ensure that the Local Improvements conform to all applicable bylaws, regulations, or standards promulgated pursuant to the provisions of any statute, bylaw or regulation.
13. Without restricting the generality of Article X(1) herein, the Developer shall provide and continuously maintain in a form satisfactory to Lac La Biche County, comprehensive general public liability and property damage insurance applicable to all activities of the Developer in connection with this Agreement, including but not limited to, coverage for use of owned or non-owned vehicles, completed operations and blanket contractual liability. This protection shall include, but not be limited to the Developer's contingent liability with respect to the activities of anyone, including contractors or sub-contractors, or anything done or omitted to be done, pursuant to this Agreement. The Developer shall have Lac La Biche County added to such insurance coverage as an additional insured, but not as a named insured, for all liabilities arising from anything done or omitted to be done by the Developer in connection with this Agreement. The minimum amount of coverage shall be TWO MILLION (\$2,000,000.00) DOLLARS per

occurrence for bodily injury, death and damage to property, including loss of use thereof. The required insurance coverage may only be terminated after issuance of the Final Acceptance Certificate.

14. The Developer shall at all times ensure that any work to be performed or carried out by the Developer pursuant to this Agreement is properly marked with such warning signs and devices as shall be necessary to alert the public that the said work is taking place. The Developer, if requested by Lac La Biche County or the Municipal Engineer, shall supply and put up such additional warning signs and devices as Lac La Biche County or the Municipal Engineer shall deem necessary.
15. The Developer hereby grants and conveys unto Lac La Biche County, its servants, employees, contractors and agents the right, license, liberty, privilege and easement to enter upon the Lands from time to time for the purpose of carrying out such inspections of the works to be constructed by the Developer on the Lands pursuant to this Agreement as Lac La Biche County shall deem necessary and for the purpose of enforcing compliance by the Developer with the terms and conditions of this Agreement.
16. The Developer shall, no later than six months prior to the expiration of the Warranty period for each Local Improvement, provide to Lac La Biche County "as constructed" record drawings, in hardcopy (as well as in digitised **auto-cad format and georeferenced to UTM Zone 12, NAD 83**) of each improvement. Further, said "as constructed" record drawings, are a condition precedent to the issuance of the relevant Final Acceptance Certificate.
17. Prior to the issuance by Lac La Biche County of a Final Acceptance Certificate for the Local Improvements, the Developer shall have repaired and restored all damage caused by any third party in constructing and installing the Utilities for the Subdivision. Without restricting the generality of the foregoing, the Developer shall restore all open areas, ditches, public roadways and other public areas as nearly as possible to the condition in which they were in immediately prior to the construction and installation of the Utilities.

III. SECURITY

1. Prior to the issuance of the Construction Completion Certificate, and Lac La Biche County providing consent to register the Subdivision Plan, the Developer shall supply Lac La Biche County with security in one of the following forms in an amount equal to Ten (10%) percent of the actual cost of the Local Improvements for residential subdivisions or Fifteen (15%) percent of the actual cost of the Local Improvements for all other types of subdivisions. The actual cost of the Local Improvements shall be determined by the Municipal Engineer based upon actual cost information provided by the Consulting Engineers plus the Engineer's reasonable estimate of inflationary factors. The security is to ensure to Lac La Biche County full compliance by the Developer with the terms, covenants and conditions of this Agreement respecting the construction, installation and the warranty of said Local Improvements. The determination of the amount of security by the Municipal Engineer shall be final and binding on the Developer.
2. The forms of acceptable security are:
 - a) Cash; or
 - b) An Irrevocable and unconditional Letter of Credit in a form and wording acceptable to Lac La Biche County. The letter(s) of credit shall contain the following terms and provisions:
 - A statement that the said irrevocable and unconditional letter (s) of credit is issued in favor of Lac La Biche County in consideration of Lac La Biche County entering into this Agreement with the named

customers of the issuing bank;

- An acknowledgement by the issuing bank that it has full knowledge of the terms, covenants and conditions of this Agreement;
 - An acknowledgement by the issuing bank that it has full knowledge that the issuing of the said irrevocable and unconditional letter(s) of credit was and is a condition precedent to the execution of this Agreement by Lac La Biche County.
 - An acknowledgement by the issuing bank that Lac La Biche County shall be entitled to draw on the irrevocable and unconditional letter of credit in accordance with the provision of this Agreement and an undertaking by the issuing bank to promptly honor and pay draws made by Lac La Biche County.
 - The terms of the letter of credit shall include an automatic renewal clause with a thirty (30) day notice by the issuing bank for the termination of the letter of credit.
3. The said security as above referred to shall be maintained in full force and effect during the period prior to the issuance of a Final Acceptance Certificate and evidence of renewal thereof shall be produced to the Municipal Engineer.
 4. The Developer shall, upon the issuance by Lac La Biche County of a Final Acceptance Certificate for all of the Local Improvements and the compliance by the Developer with all of the terms and conditions contained in this Agreement to be performed or carried out by the Developer, be at liberty to cancel the security provided by the Developer to Lac La Biche County pursuant to this Article as long as there shall not be any claim or claims outstanding by Lac La Biche County against the said security.
 5. In addition to any other remedy Lac La Biche County may have available, Lac La Biche County may draw upon the cash or letter of credit provided to it by the Developer at any time during which the Developer is in default of the terms and conditions of this Agreement, for the purpose of completing the work to be performed by the Developer pursuant to this Agreement, maintaining such work as the Developer is required to maintain pursuant to this Agreement, collecting payment of any amount which the Developer is obligated to pay to Lac La Biche County pursuant to this Agreement or otherwise fulfilling the Developer's obligations pursuant to this Agreement.

IV. CONSTRUCTION AND INSTALLATION OF LOCAL IMPROVEMENTS

1. The Developer shall within a period of twenty four (24) months from the date of this Agreement construct and install the Local Improvements, to service the Lands at its own cost and expense, in a good and workmanlike manner, in strict conformance with this Agreement, the Plans, the General Design Standards and all applicable proper and accepted engineering practices, and in accordance with any requirements of law applicable to the work.
2. At all times during the performance of the work:
 - a) The Municipal Engineer shall have free and immediate access to all records of or available to the Developer relating to the performance of the work including, but without limiting the generality of the foregoing, all design, inspection, material testing and "as constructed" records.

b) The Municipal Engineer may:

- i) exercise such supervision of the performance of the work as they may deem necessary and advisable to ensure to Lac La Biche County the full and proper compliance by the Developer with the Developer's undertakings to Lac La Biche County, and to ensure the proper performance of the work.
- ii) reject any unsatisfactory design, material or work,
- iii) order that any unsatisfactory work be re-executed at the Developer's cost,
- iv) order the re-execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost,
- v) order the Developer to bring on the job and use additional labour, machinery and equipment, at the Developer's cost, as Lac La Biche County may deem necessary to the proper performance of the work,
- vi) order that the performance of the work or part thereof be stopped until his said orders can be obeyed,
- vii) order the testing of any materials to be incorporated in the work,

and the Developer shall comply with the said orders and requirements of the Municipal Engineer.

- 3. Upon completion of the work, the Consulting Engineers shall submit to the Municipal Engineer a statement under their professional seal certifying that the Consulting Engineers have provided on site engineering services during the course of the work and are satisfied that the work is in accordance with the approved Plans.
- 4. The Developer shall be responsible at the Developer's sole cost and expense for the connection of Local Improvements within the Subdivision Area to Lac La Biche County's existing infrastructure.
- 5. The Developer shall install power service, whether it underground or overhead, and street lighting and the Developer shall endeavor to have the poles and guide wires located within the lots instead of the dedicated roadway. It is understood, however, that this stipulation is subject to the design requirements of the utility company. Lighting with underground power shall include wiring, concrete pedestals, light standards and light fixtures. Lighting with overhead power shall include wiring and light fixtures attached to overhead power poles.
- 6. The Developer shall comply with all requirements of the Worker's Compensation Act, RSA 2000 c. W-15, as amended from time to time.
- 7. Notwithstanding any approval of the Municipal Engineer, the Developer has the sole responsibility for and remains responsible for the design, construction and maintenance of the Local Improvements in accordance with the provisions of this Agreement, and for the purposes of the Occupational Health and Safety Act, RSA 2000, c. O-2, the prime contractor of the Lands and all work contemplated hereby.

V. CONSTRUCTION COMPLETION CERTIFICATES, WARRANTY AND FINAL ACCEPTANCE CERTIFICATES

- 1. A Construction Completion Certificate shall be required by the Developer from Lac La Biche County for each Local Improvement or group of Local Improvements to be constructed and installed by the Developer, as referred to in **Schedule "D"**.

2. The Developer, upon the completion of each improvement or group of Local Improvements shall make application for a Construction Completion Certificate as attached hereto as **Schedule "B"** to the Municipal Engineer for the issuance of a Construction Completion Certificate. No such application will be considered by the Engineer unless:
- a. it is requested in respect of all of the Development Area, or
 - b. it is requested in respect of one or more stages approved in advance by the Municipal Engineer, and
 - c. it is accompanied by a certificate from the Consulting Engineers certifying that the Local Improvements are constructed in accordance with and in compliance with this Agreement.

Furthermore, provided these conditions are met, the Municipal Engineer, subject to the performance of all conditions, terms and provisions herein contained to be observed and performed by the Developer at the date of making such application, shall, within thirty (30) days:

- a. approve a Construction Completion Certificate if satisfied upon inspection that the Local Improvements have been constructed and installed in accordance with this Agreement and are operational within the whole of the Development Area, or an agreed stage or stages of the Development Area, or
- b. notify the Developer in writing of all defects or deficiencies in construction of the Local Improvements, and without limiting the generality of the foregoing, such notification shall be deemed to have been given through the documentation of the deficiency list as prepared by the Consulting Engineer and signed by the Municipal Engineer at or near the time of inspection, or
- c. notify the Developer in writing of all terms, conditions and provisions required to be observed or performed by the Developer prior to the issuance of a certificate.

Provided further, that if the Municipal Engineer shall fail to comply with provisions 2(a), (b) or (c) of this Article, the Local Improvements shall be deemed to have been completed in accordance with the Plans and to be operational, and the Warranty period shall commence upon the expiration of the thirty (30) day period. Notwithstanding anything herein contained, if adverse conditions prevent the Municipal Engineer from completing an inspection of the Local Improvements within 30 days of application for a Construction Completion Certificate, the Municipal Engineer shall notify the Developer that the inspection is so delayed, and Lac La Biche County shall, as soon as conveniently possible, complete the inspection and, if satisfied upon carrying out the inspection that the Local Improvements had been constructed in accordance with the terms hereof, the Certificate shall be predated to the date of application therefore.

3. Where minor defects exist within the Local Improvements which, in the opinion of the Municipal Engineer, do not impair the operation of the Local Improvements, and which, due to conditions beyond the control of the Developer, cannot be rectified immediately, the Developer may make application for a Construction Completion Certificate in accordance with Article V, Clause 2 above, and the provisions thereof shall apply, providing that the Developer:
- a) submits a detailed list of all such defects, and
 - b) submits an undertaking in writing to rectify all such defects within six months of the date of such application.
4. If the Local Improvements do not comply with the plans, or are not operational, or the Developer has failed to comply with any terms hereof, the Developer shall correct all the defects and deficiencies in the Local

Improvements or comply with the terms hereof, as the case may be, and shall resubmit his application for a Construction Completion Certificate in accordance with Article V, Clause 2 above.

5. For the purposes of this Article, water and sewer systems, including drainage systems, shall not be deemed to be operational unless they are free of all obstructions and foreign material including, without restricting the generality of the foregoing, rocks, silt and gravel, and any water system has been inspected and sterilised to the satisfaction of the Municipal Engineer.

6. During the Warranty Period, the Developer shall maintain all Local Improvements constructed pursuant to this Agreement to the standard to which they were constructed, reasonable wear and tear excepted, for the period commencing upon the issuance of a Construction Completion Certificate and continuing for the periods specified below for each Local Improvement; namely:

a) Roads and Approaches – Complete Gravel Surfacing 2 years
The Warranty Period shall not commence until a Construction Completion Certificate is issued for the complete gravel surfacing. The road system and all approaches shall be maintained by the Developer with 3/4" crushed gravel at a rate of four hundred (400) yards per mile until such time as the asphalt finish grade is required.

b) Roads and Approaches – Asphalt Finished Surface 2 years
The Developer shall, within one (1) year of the issuance of the Construction Completion Certificate for the complete gravel surfacing, place the asphalt finish grade, on the internal road system and approaches to each lot. Once the Construction Completion Certificate is issued for the asphalt finished surface the Developer shall warranty the work for a period of one (1) year, or

Should the Developer choose to place the asphalt finished surface within the same year as the road is constructed, a two (2) year warranty shall be required,

c) Municipal Water Distribution System 1 year
From issuance of Construction Completion Certificate

d) Municipal Sewer Collection System 1 year
From the issuance of the Construction Completion Certificate

e) Drainage System 1 year
From issuance of Construction Completion Certificate

During the Warranty Period the Developer shall only be responsible for defects and deficiencies in materials or workmanship and any failure of the Local Improvements to comply with the General Municipal Servicing Standards and the Plans and Specifications. Lac La Biche County shall provide the subdivision with such municipal services during the Warranty Period for the Internal Local Improvements and the External Local Improvements as are normally available to the other residents of Lac La Biche County.

7. Upon application for a Final Acceptance Certificate attached hereto as **Schedule "C"** by the Developer, received by the Municipal Engineer at least sixty (60) days prior to the expiration of the Warranty period for the Local Improvements, the Municipal Engineer shall, at the expiry of the Warranty period:

a) issue the Final Acceptance Certificate if satisfied that the Local Improvement has been constructed and installed and maintained in accordance with this Agreement and is operational within the whole of the Development Area, or an agreed phase(s) of the Development Area, or

- b) notify the Developer in writing of all defects or deficiencies in the Local Improvements or maintenance thereof, and, without limiting the generality of the foregoing, such notification shall be deemed to have been given through the documentation of the deficiency list as prepared by the Consulting Engineer and signed by the Municipal Engineer at or near the time of inspection, or
- c) notify the Developer in writing of all terms, conditions and provisos required to be observed or performed by the Developer prior to the issuance of a certificate.

PROVIDED FURTHER, that if the Municipal Engineer shall fail to comply with the provisions of Paragraph 8(a), (b) or (c) of this Article within 14 days of the expiry of the Warranty period, the Local Improvements shall be deemed to have been maintained as required and the Final Acceptance Certificate issued therefore.

From and after the issuance of a Final Acceptance Certificate for a Local Improvement, Lac La Biche County shall assume full ownership and responsibility for the Local Improvement to which the Final Acceptance Certificate applies.

- 8. In the event that a Final Acceptance Certificate is not issued upon application because there are defects or deficiencies in the Local Improvements, the Developer shall rectify all defects and deficiencies or comply with the terms hereof, as the case may be, and thereafter shall resubmit his application for a Final Acceptance Certificate. The Warranty period upon work to rectify major defects and deficiencies shall be the same periods as set out in Paragraph 6 of this Article.
- 9. In the event the Developer shall default in the performance or carrying out the Warranty obligations and the Municipal Engineer determines an emergency to exist, Lac La Biche County may, without notice, to the Developer, carry out the required maintenance, at the Developer's expense.

VI. UTILITY EASEMENTS

- 1. Lac La Biche County shall designate right-of-ways of widths adequate to the needs of Lac La Biche County for the Local Improvement and for utility companies, for the supply of natural gas, power and telephone service and street lighting to the Development Area, and for the Drainage System.
- 2. Concurrently with the registration of the Plan of Subdivision and prior to the sale of any lots in the Development Area, the Developer shall grant to and register at Alberta Land Titles, in favor of Lac La Biche County and utility companies easements or grants of right-of-way as are required by Lac La Biche County for such purposes and shall register or cause to be registered such easements or grants of right-of-ways contemporaneously with the registration of the Plan of Subdivision.
- 3. All costs incurred by the Developer in providing, and Lac La Biche County in obtaining, all required easements and grants of right-of-ways, shall be the responsibility of the Developer.

VII. MUNICIPAL SERVICES

- 1. The Developer shall at all times after any premises are occupied as dwellings within the Development Area and prior to the issue of a Final Acceptance Certificate by Lac La Biche County of the Local Improvements in the portion of the Development Area in which such premises are located, provide and continuously maintain access up to the property line of such occupied premises.

VIII. DEFAULT BY THE DEVELOPER

1. In the event that the Developer shall default in the performance or carrying out of any of the obligations and undertakings to be performed or carried out by the Developer under the terms of this Agreement, Lac La Biche County shall be at liberty to serve a notice upon the Developer describing the default and if within a period of fifteen (15) days from the date that the said notice is served or is deemed to have been served upon the Developer pursuant to this Agreement, the default described in the notice has not been rectified to Lac La Biche County's satisfaction, Lac La Biche County shall be at liberty to rectify or cure the default described in the said notice and Lac La Biche County shall be entitled from time to time to immediate payment from the Developer or from the security provided by the Developer pursuant to Article III of this Agreement of all the costs and expenses incurred by Lac La Biche County in rectifying or curing the default described in the said notice. In addition to any other right or remedy which Lac La Biche County may have in the event of a default by the Developer, Lac La Biche County shall be entitled to immediate payment of the estimated cost as determined by the Municipal Engineer of all the said costs and expenses to be incurred by Lac La Biche County from time to time in rectifying or curing the defaults described in the said notice. Provided, however, in the event that weather or other physical conditions do not make it possible for the Developer to rectify or cure the defaults described in the said notice within the said period of fifteen (15) days, the said period of fifteen (15) days shall be extended by the number of days during which the said weather or other physical conditions exist.
2. Notwithstanding anything to the contrary herein, in the event that the Municipal Engineer in his absolute discretion considers it necessary to undertake any immediate work for the repair of any of the said Local Improvements in a situation which the Municipal Engineer considers to be an emergency, the Municipal Engineer shall be entitled to cause such work to be done at the Developers cost and expense without notification to the Developer. **Provided** that upon completion of said emergency repair work Lac La Biche County shall give notice in writing to the Developer if Lac La Biche County claims that such repair work was made necessary by reason of a default on the part of the Developer in the observance and performance of the terms, covenants, and conditions, and conditions of Article V of this Agreement, and if the Developer denies the claimed default, it shall immediately request a reference to arbitration pursuant to the provisions of Clause IX hereof.
3. Lac La Biche County may make demands as Obligee under any security provided by the Developer pursuant to the requirements of this Agreement at any time during which the developer is in default of the terms and conditions of this agreement.

IX. ARBITRATION

1. 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 requiring that such dispute or difference be referred to arbitration.
2. Arbitration hereunder shall be by a reference to an independent consulting professional engineer to be selected jointly by Lac La Biche County and the Developer, and his/her decision shall be final and binding. In the event that Lac La Biche County and the Developer shall fail to agree on an arbitrator within forty-eight (48) hours of either party giving to the other party notice of a dispute or difference pursuant to Paragraph 1 of this Article, then an application shall be made to a Justice of the Court of Queen's bench of Alberta to select the arbitrator.
3. All charges, fees and expenses of the arbitrator shall be borne and paid by Lac La Biche County or the developer, or proportionately by both Lac La Biche County and the Developer, depending upon their respective responsibility as found by the arbitrator.
4. Provided that the foregoing provisions shall not 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 Lac La Biche

County, the Municipal Engineer, the Lac La Biche County Council, or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by Lac La Biche County, the Municipal Engineer, or the Lac La Biche County Council.

5. Provided also that neither Party hereto shall be liable to any claim in respect of any such dispute or difference until the liability and the amount of liability in respect of same shall, if not admitted, have been referred to and determined by arbitration, the award under which shall be a condition precedent to liability of any such part or to any right of action against any such Party in respect to the claim.

X. INDEMNITY

1. The Developer shall indemnify and save harmless Lac La Biche County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands, including solicitor and client costs, resulting from anything done or omitted to be done by the Developer, its representatives, employees, contractors and subcontractors in pursuance or purported pursuance of this Agreement.
2. Without restricting the generality of Article X(1), the Developer shall take all necessary steps to remove any lien filed against Lac La Biche County property by reason of the work carried out by the Developer pursuant to this Agreement.

XI. OTHER CHARGES TO BE BORNE BY THE DEVELOPER

1. "Other" costs to be paid by the Developer shall include:
- a) **Engineering Costs**
All reasonable and justifiable charges or accounts rendered to Lac La Biche County in respect of this Agreement or its enforcement by consulting engineers that may be engaged by Lac La Biche County from the time Plans are submitted until final acceptance of all Local Improvements;
 - b) **Legal Costs**
All reasonable and justifiable legal charges or accounts rendered to the County in respect of this Agreement, or anything arising from or connected thereto, including its enforcement, by solicitors, on a solicitor and his own client basis, from the time of application for subdivision until final acceptance of all Local improvements.
 - c) **Cost of Additional Work**
Cost of additional work performed or of work repaired or redone by reason of orders and direction by the Municipal Engineer under the terms of this Agreement;
 - d) **Cost of Insurance and Security**
Cost of providing the security and insurance required to be provided by the Developer under the terms of this Agreement;
 - e) **Cost of Preparing Easement Documents**
Cost of preparation of an easement or utility right-of-way documents to be provided by the Developer including cost of registration of same.
2. **Interest on Overdue Payments**

Unless otherwise specified herein, the Developer shall pay interest to Lac La Biche County upon all amounts required to be paid to Lac La Biche County commencing thirty (30) days after Lac La Biche County's account is

rendered. Interest shall be calculated at prime rate of interest charged by the Alberta Treasury Branch, Lac La Biche Branch, plus three percent (3%).

XII. COMPLIANCE WITH LAW

1. The Developer shall at all times comply with all legislation, regulations and municipal bylaws relating to the development of the Development Area by the Developer.
1. This Agreement does not constitute the approval of any Subdivision and is not a Development Permit or other Permit granted by Lac La Biche County.
2. Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the obligation to do it does 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.
3. If any provision hereof is contrary to law, the same shall be severed and the remainder of this Agreement shall be of full force and effect.

XIII. LAW OF ALBERTA APPLICABLE

1. The validity and interpretation of this Agreement and of each clause and part thereof, shall be governed by the laws of the Province of Alberta.

XIV. FURTHER ASSURANCE

1. Both Parties 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.
2. Any dispute arising from or related to this Agreement which is submitted to a Court of Law, shall be submitted to the Courts of the Province of Alberta.

XV. WAIVER

1. A Waiver by either Party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not of itself constitute a waiver of any subsequent breach of such covenant or provision of any other covenant or provision of this Agreement, provided that any waiver by Lac La Biche County shall be in writing and first approved by Lac La Biche County Council.

XVI. NOTICES

1. Any notice to be given to the Developer hereunder shall be addressed to the said Developer at the address shown on Page 1 of this agreement.
2. Any notice to be given to Lac La Biche County hereunder may be delivered to the Lac La Biche County Administration Office, Range Road 135 and Secondary Highway 663, (Box 1679), Lac La Biche, Alberta, T0A 2C0.
3. Either Party may by notice in writing change its address for notices hereunder.

XVII. NON-ASSIGNABILITY OF AGREEMENT

1. This Agreement shall not be assignable by the Developer, without the written approval of Lac La Biche County which will not be unreasonably withheld provided and notwithstanding the generality of the foregoing, the Developer shall not assign this Agreement unless the proposed Assignee shall first meet the requirements of Lac La Biche County in respect to the provision of security for the due performance of the Agreement.

IN WITNESS WHEREOF the Parties hereto have caused their corporate seals to be hereunto affixed the day and year first above, written.

Witness

Per: _____

LAC LA BICHE COUNTY

Per: _____ (c/s)
Chief Administrative Officer

AFFIDAVIT OF WITNESS

****Use only if not a Corporation signing****

CANADA
PROVINCE OF ALBERTA
TO WIT:

) I, _____,
) of the town of Lac La Biche,
) in the Province of Alberta,
) MAKE OATH AND SAY:

1. THAT I was personally present and did see _____, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at the town of Lac La Biche, Alberta and that I am the subscribing witness thereto;
3. THAT I believe _____, whose signature I witnessed, is at least eighteen (18) years of age.

Sworn before me at the town of Lac La Biche,
in the Province of Alberta
this ____ day of _____, 200__

)
)
) _____
)
)
)
)
)

A Commissioner for Oaths in and for the
Province of Alberta

SCHEDULE "A"

SUBJECT LANDS

TEMPLATE



SCHEDULE "B"
REQUEST FOR Construction COMPLETION CERTIFICATE

DATE: _____

FILE #: _____

TO: LAC LA BICHE COUNTY

RE: _____

I/We, the Developer(s), hereby request a Completion Certificate for the construction and installation of the following Local Improvements in the above-described subdivision:

(i.e. municipal water/sewer)

Yours truly,

DEVELOPER

_____, hereby certify that the construction and installation of the Developer's Consulting Engineer above-noted Local Improvements have now been completed and respectfully request that a Construction Completion Certificate be issued accordingly.

DEVELOPER'S ENGINEER (seal)



Lac La Biche County
welcoming by nature.

SCHEDULE "C"
REQUEST FOR FINAL ACCEPTANCE CERTIFICATE

DATE: _____

FILE #: _____

TO: LAC LA BICHE COUNTY

RE: _____

I/We, the Developer(s), hereby request a Final Acceptance Certificate for the construction and installation of the following Local Improvements in the above-described subdivision:

Construction Completion Certificate Issued on _____

(i.e. municipal water/sewer)

Yours truly,

DEVELOPER

SCHEDULE "D"
LOCAL IMPROVEMENTS

INTERNAL

1. The construction of internal subdivision road, cul-de-sacs and approaches to each parcel, complete with asphalt surfacing, as per the General Municipal Servicing Standards, and all amendments thereto.
2. The Subdivision Name and roads shall be named as follows:

SUBDIVISION NAME:

ROAD(S) NAME(S):

3. All road shoulders, ditches and backslopes shall be topsoiled, landscaped and seeded to a grass coverage acceptable to the Municipal Engineer.
4. Open areas shall be graded, topsoiled, landscaped and seeded down to a grass coverage, including the road ditches on the east and north boundary of the title area, acceptable to the Municipal Engineer.
5. All corner legal posts to be marked with marker posts.
6. Municipal emergency response number signs are to be posted at each parcel entrance in accordance with the rural addressing numbering system as per the Municipal Address Bylaw 06-023 as mended from time to time.
7. Internal traffic control signage as required by the Municipal Engineer.
8. The posting of signage for identification of Environmental Reserves and Municipal/Reserves adjacent to each new lot being created, marking the various reserve land boundaries from the lot lines, to the satisfaction of Lac La Biche County.
9. Construction and installation of a Subdivision Sign containing the subdivision name, municipal address, pictorial directory covering all lots, internal road(s) with their given names, and internal municipal addresses as per the Municipal Address Bylaw 06-023 as amended from time to time, to be posted at the entrance to the subdivision, to the satisfaction of Lac La Biche County.
10. The necessary storm water management improvements to meet the requirements of an approved storm water management and drainage plan, and necessary easements, required by the Municipal Engineer.
11. Sanitary sewer collection system complete with connection to the Lac La Biche County System, service connections to each lot, and any over-sizing that may be required by the Municipal Engineer.
12. Water distribution system with fire hydrants and service connections to each lot designed along with any over-sizing that may be required by the Municipal Engineer.

EXTERNAL:

1. Any and all work required by the Subdivision Approval or the Plans and Specifications and located outside of those lands described on Schedule "A" of this Agreement.

SCHEDULE "E"

UTILITIES

1. Provision of electric power service to each parcel.
2. Provision of natural gas service to each parcel.
3. Provision of telephone service to each parcel.
4. Provision of street lighting.

TEMPLATE

SCHEDULE 'B'

DEVELOPMENT AGREEMENT

Made this _____ day of _____ A.D. 200__.

BETWEEN:

LAC LA BICHE COUNTY

a Municipal Corporation
Of Box 1679, Lac La Biche, Alberta T0A 2C0
(Hereinafter called "Lac La Biche County")

OF THE FIRST PART

- and -

**

Of Box **, **, Alberta **
(Hereinafter called "The Developer")

OF THE SECOND PART

WHEREAS the Developer is the owner and desires to subdivide and develop a portion of land located within the boundaries of Lac La Biche County and legally described as:

(Legal land location – short form)

AND WHEREAS Lac La Biche County and the Developer wish to enter into an Agreement regarding the subdivision of the said lands.

THE PARTIES to this Agreement, in consideration of the promises and of the mutual terms, covenants and conditions to be observed and performed by each party, agree as follows:

1. The Developer agrees that the subdivision of the Lands is subject to the terms and conditions of this Agreement. The "Lands" shall mean the lands delineated and outlined by a **solid heavy line on Schedule "A" attached hereto.**
2. The Developer, at no direct or out-of-pocket expense to Lac La Biche County, shall cause a plan of the Subdivision to be prepared and approved by all the necessary governmental authorities and registered at the Land Titles Office for the North Alberta Land Registration District.

3. Notwithstanding the provisions contained in Paragraph 2, the Developer undertakes, warrants and agrees that the Developer shall not register the plan of the Subdivision at the Land Titles Office for the North Alberta Land Registration District nor shall Lac La Biche County be required to provide Lac La Biche County's consent to the registration of the plan of the Subdivision at the said Land Titles Office until such time as all of the following conditions shall have been satisfied:
 - a. The Developer shall ensure that legal and physical access is provided to the parcel(s) being created and to the remnant parcel to the standards and specifications of Lac La Biche County, as per attached **Schedule "B"**.
 - b. ******(Insert conditions from approval letter)
 - c. Municipal emergency response number signs are to be posted at each parcel entrance in accordance with the rural addressing numbering system as per the Municipal Address Bylaw 06-023 as amended from time to time and to the satisfaction of Lac La Biche County, as per **Schedule "C"**. **(**This only required if parcels require rural addressing or are smaller than 10 acres)**
 - d. All other conditions of the Subdivision Approval are met.

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

5. All covenants, undertakings and obligations set out in this Agreement shall constitute covenants running with all lands within the development and Lac La Biche County may register a caveat against all lands within the development to protect and enforce Lac La Biche County's right under this Agreement. Lac La Biche County may grant a postponement of the caveat as to any of the land in the development. Lac La Biche County will discharge the caveat promptly upon acceptance of the various matters required to be performed by the Developer under this Agreement.

6. Any notices required by one party to be given to the other shall be given at the following address:

Name and address of developer

And

Lac La Biche County
Box 1679
Lac La Biche, AB T0A 2C0

IN WITNESS WHEREOF the Parties hereto have caused their signatures to be hereunto affixed the day and year first above written.

WITNESS

**

WITNESS

**

LAC LA BICHE COUNTY

CHIEF ADMINISTRATIVE OFFICER (c/s)

AFFIDAVIT OF EXECUTION
****Use only if not a corporation signing**

CANADA) I, _____,
PROVINCE OF ALBERTA) of the Hamlet of Lac La Biche,
TO WIT:) in the Province of Alberta,
) MAKE OATH AND SAY:

1. THAT I was personally present and did see **** and ****, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at the Hamlet of Lac La Biche, Alberta and that I am the subscribing witness thereto;
3. THAT I believe **** and ****, whose signature(s) I witnessed, is/are at least eighteen (18) years of age.

Sworn before me at the Hamlet of Lac La Biche,)
in the Province of Alberta)
this ____ day of _____, 200__)
)
)
_____)
A Commissioner for Oaths in and for the)
Province of Alberta)
