



LAC LA BICHE COUNTY POLICY

TITLE: DEVELOPMENT AGREEMENT FORMAT	POLICY NO: PI-61-003
RESOLUTION: 17.172	EFFECTIVE DATE: JANUARY 12, 2010
LEAD ROLE: SENIOR MANAGER, PLANNING & DEVELOPMENT	NEXT REVIEW DATE: AUGUST 31, 2018
SPECIAL NOTES/CROSS REFERENCE:	AMENDMENT DATE: FEBRUARY 21, 2017

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. Lac La Biche County believes that implementing standard practices and guidelines with respect to entering into development agreements will help to expedite development of land. 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,” “institutional”, and “industrial” refers to all residential, commercial, institutional 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 a 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 approvals where administration deems a short form development agreement is preferable rather than a long form agreement.
4. The Senior Manager, Planning & Development, or designate, 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. 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 every two years to ensure that it remains effective and addresses development agreement issues in a proactive, fair and consistent manner.

“Original Signed”
Chief Administrative Officer

March 10, 2017
Date

“Original Signed”
Mayor

March 13, 2017
Date

SCHEDULE A

LONG FORM DEVELOPMENT AGREEMENT FORMAT

DEVELOPMENT AGREEMENT

Made this ____ day of _____ A.D. 20____.

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 _____, Alberta _____ (Hereinafter called “The Developer”)

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 # _____**) 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. **“CAO”** 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.
4. **“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.
5. **"Development Area"** shall mean the lands described in **Schedule "A"** and shown in **“Schedule “A-1”** attached hereto.
6. **“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.
7. **“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.
8. **“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.
9. **“General Municipal Design Standards”** shall mean the design standards of Lac La Biche County applicable to infrastructure.
10. **“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.
11. **“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.

12. **“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.
13. **"Municipal Engineer"** shall mean the professional engineer or engineers employed or retained by Lac La Biche County.
14. **"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.
15. **“Warranty Period”** shall mean the following:
 - a) 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,
 - b) 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.
16. **“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 is responsible for the cost of preparing and registering a plan of Subdivision satisfactory to the Land Titles Office. The Developer is also responsible for obtaining all governmental approvals before registering a plan of Subdivision.
2. The Developer must complete the following conditions prior to Lac La Biche consenting to registration of the plan of Subdivision:
 - a) Complete all Internal Improvements within the Development Area to the satisfaction of Lac La Biche County and obtain a Construction Completion Certificate;

- b) Complete all External Improvements to the satisfaction of Lac La Biche County and obtain a Construction Completion Certificate;
 - c) Pay Lac La Biche County all outstanding sums owing pursuant to this Agreement;
 - d) Pay Lac La Biche County the endorsement fee for the plan of Subdivision;
 - e) Satisfy all conditions of the subdivision approval for the Lands;
 - f) Provide evidence satisfactory to Lac La Biche County that the shallow utility companies have installed their facilities;
 - g) Provide Lac La Biche County with the security specified in this Agreement.
3. The Developer is responsible for providing stamped engineering construction drawings completed by a licensed engineer in the Province of Alberta for the Local Improvements to Lac La Biche County for approval by the Municipal Engineer before commencing construction. The Developer will not commence construction of the Local Improvements until the engineering drawings are approved in writing by the Municipal Engineer. This requirement may be waived by Lac La Biche County provided the Developer has securities, insurance coverage and Workman Compensation coverage in place satisfactory to Lac La Biche County.
 4. The Developer has two (2) years from the date of this Agreement to complete construction of the Local Improvements. The construction shall comply with the approved engineering drawings, this Agreement, the General Design Standards and GMSS to the satisfaction of Lac La Biche County.
 5. The Developer must provide evidence and assurances that the Local Improvements are constructed in accordance with this Agreement and to the satisfaction of Lac La Biche County or no Construction Completion Certificate will be issued.
 6. The Developer is responsible for completing the works in a diligent and timely manner with minimum inconvenience to residents within one (1) km of the Development Area.
 7. The Developer shall limit the inconvenience to the movement of traffic within one (1) km of the Development Area. The Developer shall be responsible for repairing, to the satisfaction of Lac La Biche County, damage to municipal improvements within the road right-of-way or on public land to the satisfaction of Lac La Biche County caused by the Developer or others directly or indirectly employed by it.
 8. The Developer does indemnify Lac La Biche County from all third party claims arising from the Developer's work pursuant to this Agreement.

9. The Developer shall be responsible for keeping the Local Improvements in good repair during the construction of the Local Improvements and between the Construction Completion Certificate and the Final Completion Certificate.
10. 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.
11. The Developer must provide and continuously maintain comprehensive general public liability and property damage insurance to the satisfaction of Lac La Biche County in a minimum amount of TWO MILLION (\$2,000,000.00) DOLLARS per occurrence for bodily injury, death and damage to property. The County shall be added as an additional insured under this coverage. The required insurance coverage may only be terminated after issuance of the Final Acceptance Certificate.
12. The Developer shall allow employees of Lac La Biche County or their contractors access to the Development Area as deemed necessary for the purpose of enforcing compliance to this Agreement.
13. The Developer must follow the requirements of Lac La Biche County's General Municipal Servicing Standards for construction drawings submissions, approval procedures, warranty periods, acceptance of Local Improvements, reports and studies and submission of as-constructed record drawings.
14. The Developer is responsible for ensuring all Local Improvements are to the satisfaction of Lac La Biche County or it will not issue a Final Acceptance Certificate.

III. SECURITY

1. The Developer is required to provide security for the construction value of the Local Improvements as follows. If the Developer proposes to register a plan of subdivision:
 - a) prior to installation of the Local Improvements, Lac La Biche County requires security equivalent to ONE HUNDRED AND FIFTY PERCENT (150%) of the construction value of the Local Improvements;
 - b) Between the Construction Completion Certificate and the issuance of a Final Acceptance Certificate, Lac La Biche County requires security equivalent to TEN PERCENT (10%) of the Local Improvements;
2. Notwithstanding paragraph III.1, the Developer and Lac La Biche County may agree upon an amount of security that reflects the nature and extent of Local

Improvements and the potential risk to the County of the Developer failing to complete the Local Improvements between the Construction Completion Certificate and the issuance of a Final Acceptance Certificate.

3. The security is to ensure the Developer's full compliance to the terms, covenants and conditions of this Agreement respecting the construction, installation and the Warranty of said Local Improvements.
4. The determination of the amount of security by County Council shall be final and binding on the Developer.
5. The forms of acceptable security are:
 - a) Cash; or
 - b) Irrevocable Letter of Credit
6. 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.
7. An Irrevocable and Unconditional Letter of Credit shall contain the following terms and provisions:
 - a) 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;
 - b) An acknowledgement by the issuing bank that it has full knowledge of the terms, covenants and conditions of this Agreement;
 - c) 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.
 - d) 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.
 - e) 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.

8. 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.
9. Lac La Biche County may draw upon securities at any time during which the Developer is in default of any terms or conditions of this Agreement for the purpose of completing the work of the Developer, maintaining the Local Improvements and paying any obligations of the Developer to the County under this Agreement.

IV. CONSTRUCTION AND INSTALLATION OF LOCAL IMPROVEMENTS

1. At all times during the performance of the work, Lac La Biche County and the Municipal Engineer:
 - a) 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 as well as exercising such supervision of the work as it deems to necessary to ensure proper compliance with the construction plans and the GMSS;
 - b) may reject unsatisfactory material or work and require unsatisfactory work be re-executed by the Developer, order testing of materials to be incorporated into the Local Improvements; and
 - c) order the work or part thereof to be stopped.
2. The Developer's Engineer must provide a stamped written statement to Lac La Biche County that on-site engineering services were completed by it and the work is in accordance with approved plans and GMSS.
3. It is the Developer's financial responsibility to connect Local Improvements within the Development Area to existing municipal infrastructure.
4. It is the Developer's responsibility to install shallow utilities according to Lac La Biche County standards.
5. During the construction and maintenance of the Local Improvements, the Developer shall comply with all requirements of the Worker's Compensation Act, RSA 2000 c. W-15, as the Occupational Health and Safety Act, RSA 2000, c.O-2, as amended and is the prime contractor for the purposes of that Act.

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 Local Improvement or group of Local Improvements shall make application for a Construction Completion Certificate as attached hereto as Schedule “B” to Lac La Biche County.
3. Lac La Biche County shall either approve or deny a Construction Completion Certificate to the Developer within thirty (30) days of receiving a completed application. If denied, the response will outline where deficiencies in the Local Improvements have been found and the expected remedies from the Developer:
4. 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 Lac La Biche County.
5. 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:

Local Improvement	Warranty Period	Notes
Graveled Surfaced Roads & Approaches	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.
Asphalt Surfaced Roads & Approaches	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,
Municipal Water Distribution System	1 Year	From issuance of Construction Completion Certificate.
Municipal Sewage Collection System	1 Year	From issuance of Construction Completion Certificate
Drainage System	1 Year	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.

6. Lac La Biche County must receive written application for a Final Acceptance Certificate from the Developer at least sixty (60) days before the end of the Warranty Period for the Local Improvements. This application shall be in the form attached as Schedule “C”.
7. Lac La Biche County may, after inspecting the Local Improvements:
 - a) issue a Final Acceptance Certificate if satisfied with the condition of the Local Improvements 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

- 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.
8. Lac La Biche County must notify the Developer in writing of its approval or refusal to issue a Final Acceptance Certificate before fourteen (14) days of the expiry date of the Warranty Period. Failure to do so will mean the Local Improvements are deemed to have been installed and maintained as required and the Final Acceptance Certificate be issued by Lac La Biche County.
9. The Developer shall, if requested to do so by Lac La Biche County, transfer each Local Improvement, if necessary, at no cost or expense to Lac La Biche County. Lac La Biche County takes ownership and responsibility of the Local Improvements once a Final Acceptance Certificate is issued for each type of infrastructure.
10. The Developer is responsible for correcting deficiencies in the Local Improvements and Lac La Biche County shall not assume ownership and responsibility until these are corrected by the Developer. The Warranty period upon work to rectify major defects and deficiencies shall be the same periods as set out in Paragraph 5 of this Article.
11. Where the Developer defaults in the performance of this Agreement or in carrying out the Warranty obligations and Lac La Biche County determines an emergency to exist, it 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 Improvements 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 provide and maintain continuous access from the developed road right-of-way to the property line for any lots where a dwelling is occupied within the Development Area prior to an issuance of a Final Acceptance Certificate by Lac La Biche County.

VIII. DEFAULT BY THE DEVELOPER

1. If the Developer defaults on any of the obligations or responsibilities imposed by this Agreement, Lac La Biche shall be free to serve a written notice to the Developer, describing the default.
2. The Developer shall be obligated to correct the default described by Lac La Biche County in its notification within fifteen (15) days from the date that the notice is serviced or is deemed to have been served upon the Developer pursuant to this Agreement.
3. 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 it to rectify or correct the default described in said notice.
4. 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 its representatives of all the said costs and expenses incurred by Lac La Biche County to correct or rectify the default(s).
5. Where weather or other physical conditions does not make it possible for the Developer to rectify or correct the defaults described in the written notice, the Developer shall be granted an extension by the number of days during which the weather or other physical conditions prevented the Developer from doing so.
6. Lac La Biche County retains the right without prior notice to the Developer, to carry out any immediate work on the Local Improvements in a situation where its representatives consider it to be an emergency that requires repair to the Local Improvements, to ensure the health and safety of the public.
7. Lac La Biche County shall provide notice to the Developer upon completion of emergency work if Lac La Biche County deems that such work was made necessary by reason of a default on the part of the Developer in observing the conditions of this Agreement.
8. If the Developer denies the claimed fault and believes Lac La Biche County acted arbitrarily, it shall immediately request a reference to arbitration pursuant to the provisions of Clause IX hereof.

9. 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.
2. 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.
3. 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.
4. If any provision hereof is contrary to law, the same shall be severed and the remainder of this Agreement shall be of full force and effect.

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.

Per: _____ (c/s)

Per: _____ (c/s)

LAC LA BICHE COUNTY

Chief Administrative Officer (c/s)

AFFIDAVIT OF EXECUTION

****Use only if not a corporation signing**

CANADA

PROVINCE OF ALBERTA TO WIT:

) I, _____,
) of the Hamlet of Lac La Biche,
) 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)
 _____, 20_____.)
)
)
) _____
)
 _____)
 A Commissioner for Oaths in and for Alberta)

SCHEDULE "A"

SUBJECT LANDS

SCHEDULE "A-1"

SKETCH OF DEVELOPMENT AREA



SCHEDULE "B"

REQUEST FOR CONSTRUCTION COMPLETION CERTIFICATE

TO: LAC LA BICHE COUNTY

DATE: _____

FILE #: _____

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

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

DEVELOPER'S ENGINEER'S SIGNATURE (seal)



SCHEDULE "C"
REQUEST FOR FINAL ACCEPTANCE CERTIFICATE

TO: LAC LA BICHE COUNTY

DATE: _____

FILE #: _____

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 top soiled, landscaped and seeded to grass coverage acceptable to the Municipal Engineer.
4. Open areas shall be graded, top soiled, 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 amended 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 to each parcel.
3. Provision of telephone service to each parcel.
4. Provision of street lighting within the subdivision.

SCHEDULE “B”

SHORT-FORM DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

Made this ____ day of _____ A.D. 20____.

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 _____, 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.

Per: _____ (c/s)

Per: _____ (c/s)

LAC LA BICHE COUNTY

_____ (c/s)

Chief Administrative Officer

AFFIDAVIT OF EXECUTION

****Use only if not a corporation signing**

CANADA

PROVINCE OF ALBERTA TO WIT:

-) I, _____,
-) of the Hamlet of Lac La Biche,
-) 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)
 _____, 20_____.)
 _____)
 _____)
 A Commissioner for Oaths in and for Alberta)
