

SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 20 ____.

BETWEEN:

THE CITY OF LACOMBE
A municipal corporation carrying on business in
And pursuant to the laws of Alberta
("the City")

OF THE FIRST PART

-and-

ABC DEVELOPMENTS LTD.
a body corporate carrying on business in
and pursuant to the laws of Alberta
("the Developer")

OF THE SECOND PART

RECITALS

- A. WHEREAS the Developer is now or is entitled to become the registered and equitable owner of certain lands situated in the City of Lacombe, Province of Alberta, being part of the (legal description, as shown on Schedule "B-2" Subdivision Plan for _____) to be known as (name of development and phase), as hereinafter described and defined as the "Developer's Lands".
- B. AND WHEREAS the Developer has applied to the City of Lacombe, in its capacity as subdivision approving authority, for approval of the subdivision of the Developer's Lands, and the City of Lacombe has approved a Plan of Subdivision which includes the Developer's Lands, for registration in the Land Titles Office.
- C. AND WHEREAS the Developer has applied to the City for the approval of a development to be constructed upon the Developer's Lands and the City has conditionally approved that development (the "Development") subject to the Developer entering into this agreement as authorized by the provisions of the Municipal Government Act and the Land Use Bylaw of the City.
- D. AND WHEREAS as part of the Development, and subject to the approval of the proper officials of the City, the Developer proposes to install and construct Municipal Improvements upon the Developer's Lands.

- E. AND WHEREAS the City requires confirmation that necessary infrastructure and servicing are available or will be constructed or contributed to by the Developer

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

PART 1 - GENERAL

Definitions

1. Except where the context otherwise requires, expressions or words used in this Agreement shall have the meaning set out in Schedule "A".

General Agreement to be Bound

2. The parties agree that they are bound by the provisions of this Agreement and each undertakes to perform their respective obligations as set forth herein.

Documents Constituting the Development Agreement

3. This following Schedules shall form part of this Agreement:
- (a) Schedule "A" – Definitions
 - (b) Schedule "B-1" – Certificate of Title to Developer's Lands
 - (c) Schedule "B-2" – Subdivision Plan for [REDACTED] Subdivision
 - (d) Schedule "C" - Development Costs
 - (e) Schedule "D" - Proposed Construction Schedule
 - (f) Schedule "E" - Summary of Construction Costs and Security Amounts
 - (g) Schedule "F" - Further Conditions
 - (h) Schedule "G" – Sample Utility Right of Way Agreement
 - (i) Schedule "H" – Sample Construction Completion Certificate
 - (j) Schedule "I" - Sample Final Acceptance Certificate
 - (k) Schedule "J" – Sample Irrevocable Letter of Credit

Notices

4. Any notice of commitment required under this Agreement shall be delivered or sent by mail addressed, in the case of the City, to the following address:

City of Lacombe
5432 56th Avenue
Lacombe, Alberta
T4L 1E9
Attention: CAO
Fax: (403) 782-5655

and in the case of the Developer to:

ABC Development Ltd.
Address
City, Alberta
Postal Code
Attention: CONTACT
Fax. (XXX) XXX-XXXX

or to such other address as the parties may advise from time to time.

Amendments

5. This Agreement may only be amended in writing signed by both of the parties. The Developer shall not do any work that was not apparent to the parties prior to the execution of this Agreement. The Developer shall not perform any work or provide any materials for which the City is required to pay, either in whole or in part, without the prior written authorization of the Engineer and a written agreement as to the price to be paid for such work or materials.

Applicable Law

6. This Agreement shall be interpreted in accordance with the laws of Alberta.

Severability

7. The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable portion or provision.

Time

8. Time shall be of the essence in matters relating to this Agreement.

PART 2 - DEVELOPER OBLIGATIONS

General

9. The Developer shall, subject to the terms and conditions hereinafter contained, construct and install all Municipal Improvements as set out in the Construction Drawings and Construction Specifications, and complete the construction and installation of all Municipal Improvements on or before the expiry of two years from the date of execution of this Agreement.

Supervision by Professional Engineer

10. The Developer shall give responsible attention to the prosecution and completion of all works and improvements, and shall have all works and improvements competently designed and constructed under the supervision of a Professional Engineer.

Design Guidelines and Construction Specifications

11. The Developer acknowledges that it is familiar with the City's Design Guidelines and Standard Specifications, and agrees that all materials installed and workmanship to be performed by the Developer under this Agreement shall conform to these standards, and to any amendments or additions thereto. The Developer shall submit to the Engineer for approval, a complete set of Construction Drawings and Specifications covering the installation of all Municipal Improvements covered under this Agreement. The City's approval of these Construction Drawings and Specifications does not relieve the Developer of its obligation to meet the minimum requirements of the Design Guidelines and Standard Specifications and good engineering practice.

Development Levies, Fees and Charges

12. The Developer agrees to pay to the City the following Development Levies, Fees and Charges as set out in the Schedule "C" attached.
- (a) Off Site Levy Payment;
 - (b) Administration Fee (to include mapping, engineering and planning review, etc);
 - (c) Municipal Improvement (Area, Boundary and/or Oversize Improvement) Cost Recovery Charges;
 - (d) Payment to Fortis for the provision of street lighting;
 - (e) Payment in Lieu of Municipal Reserve Dedication (if applicable); and
 - (f) Other charges.

Time and Method of Payment

13. The Developer shall pay in full to the City on or before the execution date of this Agreement, the Development Levies listed under Developer's Costs in Schedule "C".

No Refunds After Subdivision Registration

14. The Developer agrees that should the Developer fail to proceed with the approved Development once the legal subdivision plan has been released for registration in the Land Titles Office, the City will not refund any monies paid by the Developer. Such funds retained by the City shall be deemed to be liquidated damages and not as penalty or forfeiture. In addition, the City retains the right to all refunds received from Fortis for the provision of street lighting.

Oversize Improvements Constructed by Third Parties

15. Where the Developer will benefit from Municipal Improvements (Area, Boundary, and/or Oversize Improvements) previously constructed by others, it agrees to pay for its share of those costs as set out in Schedule "C" Municipal Improvement Cost Recovery Charges.

Oversize Improvements Constructed by the Developer

16. Where the Developer is required to construct Municipal Improvements (Area, Boundary, and/or Oversize Improvement) to benefit future development areas, the Developer shall provide cost estimates for the applicable improvements which will be included in this Agreement. For the Oversize Improvement, the Oversize Cost and the Basic Improvement Cost are required. The City will endeavour to assist the Developer in the recovery of the difference between the Oversize Improvement Costs and the Basic Improvement Costs from future developments. The amount to be paid by the Developer will be included in Schedule "C" - Municipal Improvement Future Cost Recovery Charges.

Cost of Crossing and Encroachment Agreements

17. The Developer is responsible for the payment of all application fees, advertising costs, extra costs, damage claims, and/or insurance costs related to Crossing, Proximity, Ground Disturbance and/or Encroachment Agreements that may be required in connection with the Development.

Landscaping Obligations

18. The Developer shall provide Level One, Level Two, and Level Three Landscaping to the standards outlined in the Design Guidelines for medians, boulevards, utility lots, public reserve parcels, and buffer areas within the Development. A summary of the areas to be landscaped to Level One, Level Two, and/or Level Three standards is included in the Design Guidelines
19. If the Developer wishes to construct Level Four Landscaping features or amenities, it may only do so subject to the prior written approval of the CAO, who shall have full

discretion to approve or reject such features. Level Four Landscaping will only be considered if arrangements are established prior to Development Agreement approval. Where approval is given, the Developer will be responsible for 100% of the capital cost of such improvements and ongoing maintenance.

Recreational Facilities - Neighbourhood Park Sites

20. The Developer shall be responsible for topsoil stripping, site grading, topsoil placement, and rough grading of the topsoil for the Neighbourhood Park Site(s) in accordance with the landscaping and site development plans approved by the CAO and Engineer.
21. The Developer will arrange to complete the development of the Neighbourhood Park Site(s), in accordance with approved drawings and standards.

Testing Requirements

22. The Developer shall, at its expense, appoint an accredited material testing firm to act on behalf of the Consulting Engineer and to supply to the Engineer such information on construction materials and procedures as required by the Consulting Engineer and as specified in the Design Guidelines and Standard Specifications. In general and without limiting the foregoing requirements, the Developer shall supply to the Engineer, copies of the following test results:
 - (a) leakage tests on all pressure water mains;
 - (b) bacteriological tests of water samples, including standard plate count; and
 - (c) asphalt mix design, concrete mix design, control tests during construction, and core test results for curbs, sidewalk, pavement, lanes, and utility trench construction.
23. The Developer shall supply samples, and solicit City approval, of any material not currently approved by the City, but proposed to be used in any Municipal Improvement to be constructed under this Agreement.
24. The Developer shall advise all contractors and lot purchasers that they must use alkali resistant materials for concrete basements and foundations, unless specific site tests indicate that this is not necessary.
25.
 - (a) The Developer agrees that in any area where it has pre-graded and filled a site with material to a depth of greater than 1 m above the original ground level, it shall inform all purchasers of lots in that area of the depth of fill on such lots. The depth of fill on such lots shall be registered via caveat, at the Developer's expense, on all affected land titles.

- (b) Any lots in which any part of a footing will be bearing on non-native subgrade or unsuitable subgrade will require a bearing certificate from a qualified engineer.

Traffic Markings and Signage

- 26. The Developer shall arrange for the design, supply, and installation of the required pavement markings, traffic control signs, street name identification signs, Subdivision Map signs, and Subdivision Information signs. Information to be displayed on the map and information signs shall be as set out in the Design Guidelines. Where the Developer and the City agree that signage will be supplied and installed by the City, the Developer shall pay for the cost of such signage.
- 27. The Developer shall make arrangements for this work by having a qualified contractor install the work in conformance with the Standard Specifications. The Developer shall provide security for this work as set out in Part 4.
- 28. When access is required from a private site onto a public road, the Developer may be obliged to install traffic control measures such as medians, pavement markings and traffic control signage on private property to properly direct traffic onto City roads. The Developer shall submit detailed design drawings, stamped by a qualified professional engineer, of all access intersections for review and approval by the City.

Subdivision Entrance Signs

- 29. When the Developer proposes to construct a Subdivision Entrance Sign or Signs (the "Sign") in conjunction with a phase of Development, the Developer agrees to construct the Sign as detailed in the Land Use Bylaw and Design Guidelines - and in accordance with the following conditions:
 - (a) the Sign is to be located within the Development as shown on the Construction Drawings.
 - (b) the Developer shall obtain approval from the Development Authority for the design and location of the Sign prior to proceeding with this work. The Developer's submission to the City shall include drawings showing the Sign location, the architectural and structural design of the Sign, as well as a cost estimate for construction and maintenance of the Sign.
 - (c) the Developer shall arrange for construction of the Sign and shall pay all related costs.
 - (d) the Developer shall promptly correct, at its own expense, all defects, damages, and deficiencies in the sign whether related to materials, workmanship, operation, vandalism, or otherwise. If, in the opinion of the City, the Sign is not maintained properly or in a timely manner, the City may undertake the

necessary maintenance work and the Developer agrees to pay the City all reasonable costs incurred for such work.

Utility Rights of Way

30. The Developer shall grant to the City such utility rights of way and easements as are required to install, replace, maintain, and repair Municipal Improvements within the Development, and further agrees to execute and deliver to the City all signed Utility Right of Way Agreements and duplicate copies of the registered Utility Right of Way Plan in accordance with the standard Utility Right of Way Agreement form appended as Schedule "G".
31. The Developer shall be responsible to provide for the installation of and payment for the services provided by all utility companies.
32. When the water distribution system within the Development, or any portion thereof, is pressurized and is being used for domestic or other purposes, the Developer shall not, without the consent of the Engineer, shut off the water supply to any mains or fire hydrants.

Use of Public Rights of Way

33. When the City grants approval for the Developer to make connections to existing mains in rights of way at the boundary of the Development, the City grants the Developer the right to excavate in the said rights of way in order for the Developer to make the necessary connections to existing mains. The Developer agrees to restore the rights of way to the City's specification (i.e. gravel lane, paved roadway, etc.). Following completion of the connections, including repairs of the surface, the Developer shall submit a Construction Completion Certificate certifying completion of the repairs within the boundary right of way.
34. After the issuance of the Construction Completion Certificate, the Developer shall be responsible for any and all repairs and replacements to any Municipal Improvements which may become necessary from any cause whatsoever, up to an end of the two year maintenance period stated in the said Construction Completion Certificate and until the issuance of the Final Acceptance Certificate.

Building Grade Certificates

35. Prior to the issuance of a Construction Completion Certificate for water, sanitary, and storm services, the Developer shall provide to the City the relevant Building Grade Certificate for each lot in the Development. This information shall be provided in the form indicated in the current Design Guidelines and shall include as-constructed information.
36. The Developer agrees that in any area where it has pre-graded and filled a site with material to a depth of greater than 1 m above the original ground level, it shall inform

all purchasers of lots in that area of the depth of fill on such lots, with this information indicated on the grading plan.

Building/Development Permits

37. The Developer acknowledges and agrees that no Building/Development Permits will be issued by the City until:
- (a) the Development Agreement has been duly executed by both the Developer and the City, and all money and securities due under the Agreement have been provided;
 - (b) water, sanitary sewer, storm sewer mains and services; overland drainage; concrete curb, gutter and sidewalk; road and lane base have been constructed to each lot and are operational in accordance with the Construction Drawings and Specifications and the Construction Completion Certificate has been issued for such improvements;
 - (c) Building Grade Certificates for each lot in the Development have been provided to the City;
 - (d) the required satisfactory water leakage test and certified negative bacteria test have been performed for the water distribution system, including service connections to property line, to the satisfaction of the City;
 - (e) vehicular access is provided to the satisfaction of the City's Fire Chief (confirmed in writing);
 - (f) traffic and street name signs are installed to the satisfaction of the City's Road Department (confirmed in writing); and
 - (g) the Subdivision Plan, Utility Right of Way Plan and Easement Agreement, and Utility Right of Way Plan and Easement Agreement have been released by the City for registration at the Land Titles Office.

Construction Inspection

38. The Developer agrees to the appointment by the City, of a City Field Inspector to act on behalf of the City in checking if the construction is in accordance with the approved drawings, specifications, and the Development Agreement. The Developer also acknowledges and agrees to be responsible for the costs of such monitoring and the general costs associated with Construction Drawing approval:
- (a) work conducted by City staff in the inspection and monitoring of the installation of Municipal Improvements, review of Construction Specifications and Drawings, and updating the record drawings will be charged at a rate of \$ 75/hour.

- (b) work conducted by the City's Engineering Consultant in the review of Construction Specifications and Drawings will be charged at cost with no additional charges.

39. The Developer shall grant to the Engineer, free and uninterrupted access to all parts of the Development for the purposes of inspection of construction procedures and the sampling of materials used in construction. In the event that the design, installation, and/or materials fail to conform to the minimum standards as laid out in the Design Guidelines, Standard Specifications, Construction Drawings, and/or Construction Specifications, the Engineer may refuse to accept the Municipal Improvement in question, reject application for the Construction Completion Certificate, and withhold Building/Development Permits in the area affected by the Municipal Improvement.
40. The City is not liable for any damages or claims by the Developer for delays resulting from any inspection. The acceptance or lack of comment on the part of the Engineer with regard to construction of the Municipal Improvements shall not relieve the Developer of its responsibility for completing the work in accordance with the Construction Drawings and Specifications and this Development Agreement.

Construction Schedule

41. The Developer has provided a preliminary schedule for the construction of all Municipal Improvements associated with the Development. The preliminary schedule has been included in Schedule "D".
42. The Developer shall provide a minimum of two days notice to the Engineer prior to commencing construction of any Municipal Improvement.
43. The Developer shall give notice to the Engineer, of any change in the construction schedule, as soon as the change occurs. Revised copies of the construction schedule shall be forwarded to all concerned parties, including shallow utility companies.

Access to Site

44. The Developer shall provide adequate access to the Development for construction, police, fire, ambulance, garbage removal, etc. at all times, during and after construction until the Construction Completion Certificate for paved roads and sidewalks has been issued by the Engineer.
45. The Developer shall provide an unobstructed working right of way which is graded to within 150 mm of final grade, for not less than 2 m on each side of the alignment of the utilities on streets, lanes, and easements throughout the Development.

Maintenance by Developer

46. The Developer shall operate and maintain all Municipal Improvements covered under this Development Agreement during and following construction until the Construction Completion Certificate for that improvement has been issued by the Engineer. The obligation to maintain shall not include routine maintenance services of snow removal, street sweeping and valve exercise provided by the City.
47. Thereafter, the Developer shall maintain all Municipal Improvements covered under this Development Agreement following construction until the Final Acceptance Certificate for that Municipal Improvement has been issued by the Engineer.
48. Maintenance for which the Developer shall be responsible includes, but is not limited to the following:
- (a) failure of or damage to all Municipal Improvements resulting from defective materials or improper installation, and/or insufficient design;
 - (b) adjustments and repairs to water mains, hydrants, valves, metering chambers and meters, and service lines;
 - (c) repairs, replacements, and adjustments to sewer mains, sewer services, manholes, catch basins, catch basin leads, and frames and covers;
 - (d) grading, gravelling, repairs, and/or replacement of road and lane surfaces, sidewalks, curbs and gutters, and temporary access roads;
 - (e) regrading of drainage course, swales, or ditches;
 - (f) repairs or replacement of any damaged facility and watering; and
 - (g) landscaping maintenance and watering.
49. If, during the maintenance period, any defects become apparent in any of the Municipal Improvements, and the Engineer requires repairs or replacements to be done, the Developer shall, within a reasonable time after notice, cause such repairs and/or replacements to be done.

Maintenance Periods

50. The Developer shall maintain each of the various utilities for the following minimum periods from the dates shown on the Construction Completion Certificates until the issuance of the Final Acceptance Certificates:
- (a) Under Ground Utilities (Storm Sewer, Sanitary Sewer, Watermains, Hydrants)
Two (2) Years

- (b) Roadway, Lane, and Trail Base Structure One (1) Year
- (c) Concrete Two (2) Years

(Provided the underground utilities have, in the opinion of the City, been installed and compacted in other than winter conditions or if installed in winter conditions, the backfilling has been properly compacted with granular material.)

- (d) Asphaltic Paving One (1) Year

Provided that this includes at least one entire freeze thaw cycle between the issuance of CCC for Asphalt Paving and the issuance of FAC for Asphalt Paving.

Includes manhole frames and covers, watermain and hydrant valves and valve operating mechanisms, sewer and water connection valves and valve ~operating mechanisms, and catch basin leads installed in paved roads, paved lanes or paved walk ways up to the date of the Final Acceptance Certificate for paved roads, paved lanes, paved walkways or gravelled lanes as may be applicable.

- (e) Landscaping & Fencing One (1) Year

Includes all grading, vegetation, and fencing as required by the City.

Procedures for Final Acceptance

51. Two (2) months before the expiration of the maintenance period or each of the utilities or improvements, or earlier if weather conditions dictate, the Developer, following a complete inspection of the utility or improvement accompanied by the Developer's Resident Engineer, shall correct all defects noted due to damage and other causes. For each utility and improvement, four (4) copies of the Final Acceptance Certificate, duly signed by the Resident Engineer and signed and sealed by a signing officer of the Developer's Engineer, may then be submitted to the City provided that all other conditions precedent to such a submission as set out in this Agreement have been met by the Developer.
52. After receipt of the Final Acceptance Certificate, the City shall make an inspection within two (2) months of the receipt thereof provided always that weather and other conditions permit a proper inspection, and if the inspection shows to the satisfaction of the City that the utility or improvement is acceptable, the City shall approve the Final Acceptance Certificate.

If, however, defects or deficiencies are apparent to the Engineer in the utility or improvement, the Final Acceptance Certificate will be returned to the Developer unsigned with a report of the defects and deficiencies listed, and the Developer shall

correct the defects and deficiencies and may subsequently resubmit the Final Acceptance Certificate.

53. The Developer further agrees that as a condition of the release of the FAC, a minimum deposit of \$50,000 shall be retained until such time as:
- a) 75 percent of the total building or housing units within the Development Area are certified as building permit complete and ready for occupancy; or
 - b) the first principal building on a multi- unit site within the Development Area is deemed to be building permit complete and ready for occupancy; and
 - c) where there is a combination of completions between 53 (a) and 53 (b) above, 53 (a) shall prevail.

This deposit will be used to ensure that any damage or deficiency that arises between the issuance of FAC and the completion of 75 percent of the building permit is remedied by the Developer, at his sole cost. The deposit shall be returned upon application by the Developer, after completion of either 53 (a) or 53 (b), as described above, and be adjusted to reflect any remedy required for deficiencies or damage.

Prerequisites for Final Acceptance Certificates

54. The Developer agrees that he will not make application for Final Acceptance Certificates on concrete or asphalt paving until he has been granted Final Acceptance Certificates for the underground utilities in those areas where underground utilities and surface improvements are in the same right-of-way. The Developer further agrees that he will not make application for Final Acceptance Certificates on Concrete or Asphalt Paving until he has been granted a Final Acceptance on Landscaping & Fencing. These requirements are in addition to any and all of the other pre-qualifications set out herein.

Control of Dust and Noise

55. The Developer shall take effective means to control dust, dirt, noise, or any other annoyance originating within the Development from construction procedures, including building contractors, until the Final Acceptance Certificate for paved roads and gravel lanes has been issued by the Engineer. The Developer shall take effective remedial measures within 48 hours of notification from the Engineer with regard to complaints of dust, dirt, noise, or other annoyance.

Indemnity

56. The Developer shall indemnify and save harmless the City, its officers, employees, and agents from, of, and against all claims, proceedings, demands, damages, actions, judgements of every nature or kind; including, without limiting the generality of the foregoing, all damages for personal injury or death arising out of or attributable to all actions or conduct of the Developer, its employees, agents, and contractors upon the

Development lands; including, but not limited to any work or act committed or omitted by the Developer in the performance of this Agreement.

Insurance Obligation of the Developer

57. The Developer shall provide and keep in force during the term of this Development Agreement and until the date of issuance of the last Final Acceptance Certificate, insurance policies acceptable to and approved by the City, and shall provide a signed original of the Insurance Certificate thereof, which policies shall:
- (a) include protection for the Developer's contingent liability with respect to the activities of anyone involved with the Development, including contractors and subcontractors, and anything done pursuant to this Agreement;
 - (b) be in a minimum amount of not less than \$2,000,000 per occurrence for coverage for General Liability for bodily injury, death, and damage to property;
 - (c) name the City of Lacombe as an additional insured; and
 - (d) name the City of Lacombe as a Certificate Holder requiring that the City be provided with 30 days written notice of cancellation or material change applicable to the coverage provided in the noted policies.

Insurance Obligation of the Contractor

58. The Developer shall provide a copy/copies of the Certificate(s) of Insurance showing evidence of satisfactory insurance coverage between the Developer and the Contractor(s). The Certificate(s) shall name the Developer, the Consultant, and the City of Lacombe as additional insured with respect to its Contract with the Developer. The minimum insurance requirements for the Contractor(s) are identified in the Standard Specifications.

Bonding for Contractors

59. The Developer shall provide a copy of Labour/Materials Bonds to the City, each in the amount of 50% of the Contract amount, showing the contractual obligations between the Developer and the respective Contractor(s). The copy of the Labour and Materials bonds shall be provided to the City no later than each contractor starting on site. Should the copy not be provided prior to work starting on site, the copy shall be provided within five working days of the City requesting the copy or the City may issue a stop work order on the project until such time as copies of the Labour/Materials bonds are provided to the City.

Letter of Credit

60. The Developer shall provide a signed original of the Irrevocable Letter of Credit. The terms and conditions for the Letter of Credit are included in Part Four of this Agreement.

Commencement of Construction of Municipal Improvements

61. The Developer shall not commence construction under a Contract until copies of the following documents have been provided for that Contract:

- (a) Performance Bond;
- (b) Labour and Materials Bond;
- (c) Certificate of Insurance; and
- (d) Letter of Credit.

Workers' Compensation and Occupational Health and Safety

62. The Developer shall comply with the requirements and regulations under The Workers' Compensation Act and shall arrange such insurance as required by the said Act. The Developer shall comply with the requirements and regulations under The Occupational Health and Safety Act.

As-Constructed Drawings

63. The Developer shall create a set of construction drawings that reflect as-constructed information as actually measured in place after construction. This information is to be submitted to the satisfaction of the Engineer using the standard engineering symbols, layer controls, and format in accordance with the procedure outlined in the Design Guidelines, and to the satisfaction of the Engineer. This shall generally include the supply of three (3) sets of paper copies and one set of digital drawings in an editable .dwg format created by a recent version of AutoCAD.

PART 3 – CITY’S OBLIGATIONS

Construction Drawings and Specifications

64. The City will review the Construction Drawings and Specifications submitted by the Developer and approve or advise what amendments are required for approval within sixty-five (65) days.

Maintenance by the City

65. Upon issuance of a Construction Completion Certificate by the Engineer for Underground Improvements (ie. water mains, sanitary sewer mains, storm sewer mains, and service connections), the City will assume responsibility for the operation and normal maintenance of said mains and services. The Developer shall be responsible for the cost of removing obstructions such as gravel, rocks, silt, etc., which have entered the mains as a result of construction activities.
66. Upon issuance of a Construction Completion Certificate by the Engineer for Surface Improvements (ie. paved roads and gravel lanes), the City will assume responsibility for normal snow removal on roads and paved trails including routine street sweeping operations. The Developer shall be responsible for snow removal on sidewalks as required by adopted bylaw and policy. The Developer shall be responsible for the removal of excess dirt and debris from the streets and sidewalks that have been deposited as a result of construction activities. The Developer will be required to rehabilitate all gravel lanes at the end of the designated maintenance period.
67. Upon issuance of Construction Completion Certificates by the Engineer for Landscaping, the City will be responsible for normal maintenance as specified in the City of Lacombe Design Guidelines. The City will assume responsibility for residential garbage collection from the date of occupancy of residential buildings, but the Developer shall remain responsible for the removal of all construction waste. The Developer will be responsible to empty garbage receptacles until the issuance of the Construction Completion Certificates. The Developer will be responsible for the repair of any broken or damaged improvements (i.e. fences, bollards, site furnishings, etc.).
68. The City will assume full responsibility for maintenance of a Municipal Improvement upon issuance of a Final Acceptance Certificate for that Municipal Improvement in the same manner and to the same standard of maintenance as it provides to other Municipal Improvements within the City.

PART 4 - SECURITY REQUIREMENTS

Letter of Credit

69. In order to ensure performance of its covenants and obligations under this Agreement, the Developer shall supply to the City on or before the date of this Agreement, security in the form of an Irrevocable Letter of Credit (or other security satisfactory to the City Solicitor) in the amount shown in Schedule "E" and defined below. The Irrevocable Letter of Credit shall be effective for a period of one year and shall automatically be renewed for additional, successive one year periods until the City authorizes its lapse in writing. Notwithstanding Section 53, security shall remain in effect until the City has issued the last Final Acceptance Certificate.
70. The Letter of Credit shall be similar to the Sample Form appended as Schedule "J" and shall include the following statements:
- (a) "It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless 30 days prior to the present or future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period."
 - (b) "We understand that this Letter of Credit relates to those Municipal Improvements and financial obligations set out in the Development Agreement between the Developer and The City of Lacombe for insert name of development here."

Security for Municipal Improvements

71. The Developer shall provide a cost estimate for each Municipal Improvement which is to be constructed as a condition of this Development Agreement, including cost estimates for any work to be constructed by the Developer on behalf of the City as listed in Schedule "C". The cost of each Municipal Improvement is to include an allowance for engineering and contingencies.
72. (1) The initial security amounts to be provided for the construction of all Municipal Improvements shall be as follows:
- (a) An amount equal to 35% of the total cost of Municipal Improvements to be constructed by the Developer except in the case of required landscaping improvements (per City Design Guidelines Section 13 Landscaping) which will be in the amount of 100% of the total cost of required landscaping only.
 - (b) Minimum Security Amount = \$50,000.

- (2) After the City has issued the Construction Completion Certificates (CCC's) for Municipal Improvements, the security may be reduced as follows to:
 - (a) an amount equal to 15% of the total cost of Municipal Improvements for which Construction Completion Certificates have been issued.

- (3) After the City has issued the Final Acceptance Certificates (FAC's) for Municipal Improvements, the security may be reduced as follows to:
 - (a) an amount equal to 0% of the total cost of Municipal Improvements for which Final Acceptance Certificates have been issued; or
 - (b) an amount equal to \$50,000, until the conditions outlined in Section 53 are met, at which time, security shall be reduced to 0% of the total cost of Municipal Improvements for which Final Acceptance Certificates have been issued.

PART 5 – DEFAULT, ARBITRATION & ASSIGNMENT

Default

73. In the event that the City claims that the Developer is in default in the performance of any obligation required under this Agreement, the City may provide written notice to the Developer describing the particulars of such default and requiring the Developer to rectify such deficiency or default. Said notice shall require the Developer to rectify the said deficiency or default within a thirty (30) day period from the date of the written notice.
74. In addition to any other remedy the City may have available, the City may realize upon the security provided to it by the Developer, including drawing upon the Irrevocable Letter of Credit to its full extent:
- (a) at any time during which the Developer is in default of the terms, conditions, and obligations herein contained for the purposes of completing the construction and installation of all Municipal Improvements not then complete;
 - (b) for the purposes of maintaining such Municipal Improvements as herein required to be maintained by the Developer;
 - (c) for payment of any amount owing to the City; or
 - (d) for damages and extra costs incurred by the City as a result of the default by the Developer.
75. The City shall not be under any obligation to complete all or any of the work required to be performed by the Developer pursuant to this Agreement.
76. The Developer agrees that until all its obligations under this Agreement have been carried out to the City's satisfaction, the acceptance by the City of the Development may be withheld.

City's Right to Do Work

77. The Developer has agreed to construct the Municipal Improvements listed in Schedule "C", in a timely manner and in accordance with the Development Schedule included in Schedule "D".
78. Should the Developer fail to execute any part of the work to be undertaken as an obligation of this Development Agreement within 180 days of the time noted in the development schedule, the City, after 14 days written notice to the Developer, may without prejudice to any other remedy it may have, make good any deficiencies and may deduct the cost thereof from the security provided.

79. In the event the City in its absolute discretion considers it necessary to undertake any immediate work for repair within the Developer's Lands in a situation in which the City considers an emergency, the City shall be entitled to cause such work to be done at the Developer's cost and expense without notification to the Developer.

City's Right to Stop Work

80. If, at any time, the Engineer is of the opinion that the condition of the Work presents a danger to life or to property, or the Work is not being completed in accordance with the Construction Specifications and Drawings, the Engineer may stop the construction and installation of the Work. Should the Consulting Engineer not be available, the Engineer may issue a Stop Work Order to the Developer, with a copy of the Work Order given to the Contractor, to stop the Work. Any Work completed while a Stop Work Order is in effect may be deemed to be unacceptable by the Engineer.

Arbitration

81. Subject to the provisions of this Agreement, 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 require that such dispute or difference be referred to arbitration.
82. A party who wishes to submit a matter to arbitration may give a Notice of Arbitration to the other party, whereupon a single arbitrator will be selected by mutual agreement. If the parties are not able to reach agreement on the choice of arbitrator within 14 days of the Notice of Arbitration, either party may then apply to a judge of the Court of Queen's Bench, who shall then be entitled to appoint an arbitrator. No one shall be nominated or act as arbitrator who is any way financially interested in the conduct of the work or in the business affairs of either party.
83. All charges, fees and expenses of the Arbitrator will be borne and paid by the City or Developer, or proportionately by the both the City and the Developer depending upon their respective fault as found by the Arbitrator.
84. The foregoing provisions shall not authorize any reference to arbitration as to any matter or questions which under this Agreement is expressly or by implication required or permitted to be decided by the City or the Engineer or as to grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by the City or the Engineer.
85. Neither party hereto shall be liable to any claim in respect of any such dispute or difference until the liability and the amount of the 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 such party in respect of such claim.

86. The decision of the arbitrator shall be final and binding upon the parties

Changes to Approved Construction Drawings

87. The Approved Construction Drawings form an integral part of the Development Agreement between the Developer and the City. The Engineer must approve any changes to the Approved Construction Drawing. The Consulting Engineer shall submit a "Change Order" for approval by the Engineer as detailed in the Design Guidelines.

No Assignment

88. The Developer shall not assign its rights, duties, or obligations under this Agreement without the written consent of the City first having been obtained.

Permits

89. This Agreement does not constitute a Development Permit or any other permit of the City.

Compliance with the Law

90. The Developer shall at all times comply with all valid Federal and Provincial legislation and regulations and City bylaws, resolutions, regulations and standards.
91. Where anything provided for herein cannot lawfully be done without the approval permission of any authority, body, official, person or board not within the jurisdiction and control of the City, the obligation to do it does not come into force until such approval or permission is obtained PROVIDED the parties will without delay, do all things necessary by way of application or otherwise in an effort to obtain such approval or permission.

Waiver

92. A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not of itself constitute a waiver of any subsequent breach of such covenant or provision or any other covenant provision or terms of this Agreement.

Caveat

93. It is hereby agreed and understood that the City may file a Caveat against Said Lands in order to protect its interest in the within Agreement, provided that the City covenants at the request of the Developer, to postpone any Caveat filed hereunder in favour of any mortgage(s) or other encumbrance which may affect the normal development of the Said Lands by the Developer
94. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

Canada Post

95. The Developer covenants and agrees to provide the City of Lacombe with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation and as shown on the approved engineering design drawings/Draft Plan, at the time of sidewalk and/or curb installation. The Developer further covenants and agrees to provide notice to prospective purchasers of the locations of CMBs and that home/business mail delivery will be provided via CMB, provided the Developer has paid for the activation and equipment installation of the CMBs.

Special Clauses

96. Notwithstanding anything contained herein the Developer and the City jointly agree:

“Special causes vary with each development agreement”

IN WITNESS WHEREOF, the Developer and the City hereto have caused to be affixed their respective seals, attested by the signatures of their respective duly authorized signing officers, as of the day and year first above written.

ABC DEVELOPMENTS LTD.

Date: _____

Per: _____

Per: _____
c/s

CITY OF LACOMBE

Date: _____

Per: _____

Per: _____
c/s

SCHEDULE "A"
RULES OF INTERPRETATION AND DEFINITIONS

Interpretation and Definitions

1. Words importing the singular shall include the plural and vice versa, words importing any gender shall include all genders, and "person" and words importing persons shall include natural persons, firms, partnerships, corporations, regulatory bodies and entities, legal or otherwise.

2. In this agreement, the following terms shall have the meanings shown:
 - (a) **Administration Fee** means a charge payable by the Developer based on current rates established by City Council for the recovery of the cost of preparing and administering the Development Agreement, including review of the Construction Specifications and Drawings, preparation of the Development Agreement, field inspection of Municipal Improvement construction, camera testing of sewers, and updating the record drawings.

 - (b) **Area Improvement Cost** means a charge payable by the Developer for the recovery of the cost of designated Area Improvements constructed or to be constructed by another Developer, as determined by the Engineer, based on the actual or estimated cost, plus Carrying Costs and the proportion of the benefiting area within the Development, divided by the total area benefiting from the Area Improvement.

 - (c) **Area Improvements** means those Municipal Improvements that have been constructed or will be constructed in the Service Area by a party other than the Developer and which will directly benefit the Development.

 - (d) **As Constructed Drawings** means drawings showing the actual location, length, size, material, classification of material, gradient, and year of construction of road works and underground Municipal Improvements constructed within the Development, as determined by field measurement.

 - (e) **Boundary Improvement Cost** means a charge payable by the Developer for the recovery of the costs of Boundary Improvements constructed or to be constructed by a party other than the Developer, as determined by the Engineer, based on the actual or estimated cost, plus Carrying Costs and the proportion of benefiting length of the Development frontage divided by the total frontage benefiting from the Boundary Improvement.

 - (f) **Boundary Improvements** means those Municipal Improvements that have been constructed or will be constructed along the boundary of a Development by a party other than the Developer and which will directly benefit the Development.

- (g) **CAO** means the Chief Administrative Officer of the City.
- (h) **Carriageway** means the width of road between curbs from face of curb to face of curb, or in the case of gravelled lanes, the width of gravel from shoulder to shoulder.
- (i) **Carrying Costs** means the additional costs of inflation, as determined by the Engineer, on the cost of Area, Boundary, or Oversize Improvements from the time of construction completion of the said improvement until the time of repayment. In general, Carrying Costs will be based on the Consumer Price Index Inflation Rate determined by Statistic Canada for The Province of Alberta, and will be applied for a maximum period of 10 Years.
- (j) **Changes or Revisions** means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, methods, specification drawings, or materials of the Work or part thereof, within the scope of the Work contemplated by the Contract Documents or Development Agreement.
- (k) **City** means the City of Lacombe in the Province of Alberta.
- (l) **Collector Roadway Boulevard Tree Planting** means the work included in planting trees in a boulevard adjacent to residential lots on collector roadways; all in accordance with the City's current Design Guidelines and Standard Specifications.
- (m) **Contractor** is the person, firm, or corporation retained by the Developer to construct the Municipal Improvements in accordance with the approved Construction Specifications and Drawings.
- (n) **Construction Completion Certificate** means the Certificate in the form appended to Part Seven of this Agreement. Both Final Acceptance Certificates and Construction Completion Certificates shall be divided into four categories:
- (i) **Underground Utilities**
Including, but not limited to:
 - (1) Water Mains
 - (2) Sewer Mains
 - (3) Storm Water Mains
 - (4) Storm Water Management Facilities
 - (5) All Service Connections
 - (6) All valves, manholes, catchbasins, and other appurtenances required for the operation of the system
 - (ii) **Roads & Lanes**

Including, but not limited to:

- (1) Gravel Base
- (2) Gravel Laneways
- (3) Asphaltic Pavement

(iii) Concrete

Including, but not limited to:

- (1) Sidewalks
- (2) Curbs
- (3) Gutters
- (4) Medians

(iv) Landscaping

Including, but not limited to:

- (1) Vegetation
- (2) Grading of Boulevards
- (3) Required Fencing
- (4) Trails
- (5) Overland drainage structures such as swales or ditches

- (o) **Construction Drawings** means those engineering plans and profiles prepared by the Consulting Engineer, showing the details of the construction and installation of the various Municipal Improvements within the Development using standard engineering symbols and forms, and conforming to the City's current Design Guidelines. Submission of plans, etc. shall be as outlined in the Design Guidelines Section One.
- (p) **Construction Specifications** means the documents prepared by the Consulting Engineer specifying the legal, administrative, and technical aspects of the Municipal Improvements, all of which shall meet the City's minimum requirements as outlined in the City's Design Guidelines and Standard Specifications.
- (q) **Consulting Engineer** means a Professional Engineer who is an authorized officer of a consulting engineering firm, retained by the Developer, who has designed the Municipal Improvements and/or supervised the installation of the same within the Development according to the approved plans and specifications.
- (r) **Design Guidelines** means the most current Design Guidelines issued by the City of Lacombe which provides information regarding standards governing the subdivision design, servicing standards, and the design and construction process.
- (s) **Developer** includes the Consulting Engineer, contractors, and/or subcontractors acting for or on behalf of the Developer, as the case may be.

- (t) **Developer's Lands** means those lands legally described in the Certificate of Title, a copy of which is attached hereto at Schedule "B".
- (u) **Development** means the development approved by City from time to time to be constructed upon the Developer's Lands.
- (v) **Development Levies** means the charges and/or costs which the City is entitled to collect from the Developer based on current rates approved by City Council, as listed in Schedule "C".
- (w) **Endeavour to Assist** means the efforts of the City to recover from future developers and for the benefit of the Developer the designated portion of the costs of various Municipal Improvements paid for by the Developer which benefit lands other than the Developer's Lands. The City does not guarantee reimbursement of these costs.
- (x) **Engineer** means the City's Engineer or its duly authorized representative.
- (y) **Enhanced Subdivision Amenities** means amenities proposed for a subdivision by the Developer over and above the normal subdivision amenities required by the City.
- (z) **Final Acceptance Certificate** means the Certificate in the form set out in Schedule "I".
- (aa) **Gross Area** means each and every hectare or part thereof as shown on the Plan of Subdivision for the Development, including any area which may be dedicated for roads, lanes, walkways, parks, reserve parcels, schools, or any other public use.
- (bb) **Lateral Sewer/Water System** means that portion of the piping extending from the Trunk Sanitary, Trunk Storm, or Trunk Water Mains, including all service connections.
- (cc) **Level One Landscaping** means the work included in preparing the site to specified grades, placing and levelling topsoil, seeding to grass, and establishing turf; all in accordance with the City's Design Guidelines, Standard Specifications and the landscape drawing(s) submitted by the Developer and approved by the City.
- (dd) **Level Two Landscaping** means the work included in planting trees and shrubs in areas designated by the CAO; all in accordance with the City's Design Guidelines, Standard Specifications, and approved landscape drawing(s).

- (ee) Level Three Landscaping** means the work included in supplying and installing various Parks Facilities and/or Amenities (e.g., trails, trail directional signs, playground equipment, bollards, post and cable fencing, site furnishing, etc.) in areas designated by the CAO; all in accordance with the City's Design Guidelines, Standard Specifications, and approved landscape drawing(s).
- (ff) Level Four Landscaping** means the work included in supplying and installing optional/enhanced amenities (e.g., ornamental structures, sculptures, feature walls, water features, fountains, spray pools, etc.).
- (gg) Major Thoroughfare** means an expressway, divided arterial roadway or an undivided arterial roadway (including the land for right of way, storm drainage, traffic signals, and streetlighting) existing or proposed, that has been designated as a Major Thoroughfare by the City; the cost of same having been included in the calculation of the Major Thoroughfare Offsite Levy rate.
- (hh) Municipal Improvements** means the following improvements within the Development:
- (i) paved roadways, including pavement markings;
 - (ii) sidewalk, curb and gutter;
 - (iii) paved or gravel lanes and walkways;
 - (iv) water, sanitary, and storm sewer lateral mains;
 - (v) water, sanitary, and/or storm service connections;
 - (vi) lift stations or pump stations;
 - (vii) shallow utilities including electrical distribution, streetlighting, natural gas, telephone, and cable television;
 - (viii) landscaped berms, boulevards, medians, municipal reserves, and public utility lots;
 - (ix) traffic control signs, traffic signalization, street name identification signs, and subdivision information signs;
 - (x) Subdivision Entrance Signs; and
 - (xi) driveways, and parking lots.

- (ii) **Net Area** means the area of the Developer's Lands remaining after deletion of lands required for major arterial roadways, environmental reserve, and other non-developable lands from the Gross Area.
- (jj) **Offsite Levies** means those charges payable to the City by the Developer for the use and benefits received from the existing or proposed Arterial Roadways, Trunk Water Mains, Trunk Sanitary Sewer Mains, and Trunk Storm Sewer Mains.
- (kk) **Oversize Improvement Cost** means a charge payable by the Developer for the recovery of the cost of designated Oversize Improvements constructed by the City or another Developer, as determined by the Engineer, based on the actual or estimated Oversize Cost, plus Carrying Costs and the proportion of the benefiting area within the Development, divided by the total area benefiting from the Oversize Improvement.
- (ll) **Oversize Improvements** means a larger size Municipal Improvement, not designated by the City as Arterial Roadway or Trunk Main, which provides additional capacity required to service other lands within the Service Area not owned or under the control of the Developer. Water/sanitary mains 300 mm diameter or less are not considered to be an Oversize Improvement.
- (mm) **Parks Manager** means the CAO or the City of Lacombe's Recreation, Parks, and Culture Department Manager (if any) or authorized representative.
- (nn) **Plan of Subdivision** means a Plan of Survey prepared and registered under the Land Titles Act for the purpose of effecting subdivision of the Development.
- (oo) **Professional Engineer** means a licensed member of the Association of Professional Engineers, Geologists, and Geophysicists of Alberta.
- (pp) **Service Area** means an area, consisting of a number of developments, served by a common system of collector and/or local roadways, Lateral Water Distribution Mains, Lateral Sanitary Sewer Mains, and/or Lateral Storm Sewer Mains; the boundaries of which are determined by the Engineer.
- (qq) **Service Basin(s)** means an area, consisting of a number of Service Areas, serviced by a common system of Arterial Roadways, Trunk Water Mains, Trunk Sanitary Mains, or Trunk Storm Mains; the boundaries of which are determined by the Engineer.
- (rr) **Standard Specifications** means the current City of Lacombe City's Design Guidelines and Standard Specifications.

- (ss) **Subdivision Entrance Sign** means the major feature sign or signs which the Developer has constructed at the entrance to the Development to identify the neighbourhood.
- (tt) **Subdivision Information Signs** means those signs which the Developer is required to place in a Development Area to inform the public where they may obtain information related to the existing and proposed subdivision development, information regarding proposed school location and construction, information regarding the Neighbourhood Park Site, and any other amenities which would be of interest to prospective homeowners.
- (uu) **Subdivision Map Sign** means a sign placed near each major entrance to the subdivision, which shows the approved outline plan for the subdivision.
- (vv) **Substantial Completion** or **Substantially Complete** has the meaning ascribed to those terms in the Builders Lien Act.
- (ww) **Trunk Sanitary Sewer** means an existing or proposed sanitary sewer; generally having an internal diameter of greater than 300 mm, or having a depth of cover greater than 6.0 m, complete with related pumping facilities; that has been designated by the City as a trunk facility, the cost of same having been included in the calculation of the Sanitary Off site Levy rate.
- (xx) **Trunk Storm Sewer** means an existing or proposed storm sewer; generally defined as having an internal diameter of 1,200 mm or greater, as well as storm water storage facilities and associated outlet piping; that has been designated by the City as a trunk facility, the cost of same having been included in the calculation of the Storm Off site Levy rate.
- (yy) **Trunk Water Main** means an existing or proposed water main; generally having an internal diameter of greater than 300 mm, complete with related pumping and storage facilities; that has been designated by the City as a trunk facility, the cost of same having been included in the calculation of the Water Off site Levy rate.
- (zz) **Work by City on Behalf of the Developer** means a charge payable by the Developer for the recovery of costs associated with the installation of utility mains, services, and/or road work done by the City on behalf of the Developer.

SCHEDULE "B-1"
CERTIFICATE OF TITLE TO DEVELOPER'S LANDS

SCHEDULE "B-2"
SUBDIVISION PLAN FOR _____ SUBDIVISION

SCHEDULE "C"
DEVELOPER'S COSTS AND CHARGES

(a) Off Site Levy Payment;

Improvement Bylaw Area: 	Levy Rate per hectare	Development Area	Amount (\$)
Transportation		Hectares (Note: Don't include MR & ER)	\$
Water		Hectares (Note: Don't include MR & ER)	\$
Sanitary Sewer		Hectares (Note: Don't include MR & ER)	\$
Stormwater		Hectares (Note: Don't include MR & ER)	\$
TOTAL		Hectares	\$

(b) Administration Fee;	\$300.00
(c) Area Improvement Costs (Area, Boundary and/or Oversize Improvement)	\$
(d) Payment in Lieu of Municipal Reserve Dedication,	\$
(e) Enhanced Subdivision Amenities Maintenance Fees	\$
(f) Municipal Improvement Cost Recovery Charges	N/A
(g) Municipal Improvement Future Cost Recovery Charges	N/A
(h) Other charges	N/A
TOTAL	\$

Endeavour to Assist – Amount for Area Improvement (estimated See Schedule "F")

SCHEDULE "D"
CONSTRUCTION SCHEDULE

As per Attached

SCHEDULE "E"
SUMMARY OF CONSTRUCTION COSTS
AND SECURITY AMOUNTS

SECURITY AMOUNTS

ABC PHASE 1
ABC DEVELOPMENTS LTD.
COST ESTIMATE (2017)

TOTAL COST ESTIMATE (as submitted see attached): \$ x,xxx,xxx

**Required Security equal to 35% of Cost Estimate, except in the case of required landscaping
which will be 100% of Cost Estimate for a total of: \$ xxx,xxx**

To be provided in the form of a Irrevocable Letter of Credit (see Schedule "J")

SCHEDULE "F"
FURTHER CONDITIONS

SCHEDULE "G"
SAMPLE UTILITY RIGHT OF WAY AGREEMENT

CITY OF LACOMBE UTILITY RIGHT OF WAY TO CITY

THIS AGREEMENT made this _____ day of _____, 20__

Between:

THE CITY OF LACOMBE
(the "Grantee")

- and -

ABC DEVELOPMENTS LTD.
("the Grantor")

Background

A. The Grantor is the registered owner of an estate in fee simple of the following lands, namely:

EXCEPTING THEREOUT ALL MINES AND MINERALS.
(the "Grantor's lands"); and

B. The Grantor has agreed to grant a Utility Right of Way or Right of Way to the Grantee in accordance with the provisions herein contained:

NOW THEREFORE the parties agree as follows:

1. In consideration of this Agreement and of the payment of the sum of \$1.00 (One Dollar) by the Grantee to the Grantor, the receipt of which sum is hereby acknowledged by the Grantor, the Grantor hereby grants, transfers, and conveys unto the Grantee, its successors and assigns, and its servants, agents, and contractors, the free and uninterrupted rights, license, liberty, privilege, and right of way to enter upon and use that portion of the Grantor's lands, namely:

All that portion of Lot

(herein called "the Said Right of Way") for the construction, laying down, maintenance, operation, repair, and if necessary removal and reconstruction of ALL UTILITIES AND THEIR APPURTENANCES through, under, along, and across the Said Right of Way, and the Grantor further grants, transfers, and conveys unto the Grantee, its successors and assigns, a free and uninterrupted right of way for ingress, egress, and regress to the Said Right of Way for all purposes incidental to the grant.

2. The Grantor covenants and agrees that it will not place, erect, build, or cause, permit, or allow to be placed, erected, or built upon the Said Right of Way any building or structure whatsoever; nor shall it plant, or cause, permit, or allow to be planted any tree which will in any way prevent or hinder the exercise of the rights herein granted to the Grantee.
3. The Grantee covenants and agrees that the Said Right of Way shall be restored to the same condition, as nearly as practicable, as the same was in before the entry and use thereof for the purposes aforesaid.
4. The Grantor and Grantee agree that at all times, all utilities and appurtenances remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time, and from time to time, be removable in whole or in part by the Grantee, its successors, and assigns.
5. This Agreement may be assigned in whole or in part as to all or any portion of the rights, licenses, liberties, privileges, and rights of way hereby granted.
6. The Said Right of Way and this Agreement shall be of the same force and effect, to all intents and purposes, as a covenant running with the Grantor's lands, and these presents, including all of the covenants and conditions herein contained, shall extend to, be binding upon, and ensure to the benefit of the executors, administrators, successors, and assigns for the Grantor and Grantee respectively.

IN WITNESS WHEREOF the Grantor and Grantee have executed this Agreement.

Signed, Sealed, and Delivered)
 in the presence of:)
)
 _____)
 Witness)

 Registered Owner

Signed, Sealed, and Delivered)
 in the presence of:)
)
 _____)
 Witness)

 Registered Owner

THE CITY OF LACOMBE

 CAO

SCHEDULE "H" SAMPLE CONSTRUCTION COMPLETION CERTIFICATE

THE CITY OF LACOMBE File #:

CONSTRUCTION COMPLETION CERTIFICATE

SUBDIVISION: _____ PHASE: _____
 DEVELOPER: _____ AGREEMENT DATE: _____
 MUNICIPAL IMPROVEMENT: _____

PROJECTED EARLIEST MAINTENANCE PERIOD EXPIRY DATE: _____

CONSULTING ENGINEER: _____
 CONTRACTOR(S): _____
 BOUNDARY OF AREA: Map attached.

CONSULTING ENGINEERS CERTIFICATE

I, _____ Professional Engineer, am employed by the firm of _____ Consulting Engineer who is engaged by the Developer to design and inspect the construction and installation of utilities and improvements. I do hereby certify that the utilities or improvements noted within the area shown on the attached plans have been constructed and installed in conformance with all respects to the City's specifications and approved designs, or as otherwise directed by the City's Director of Planning and Operations, or his approved agent. **I certify that I have inspected the work, and that all defects and deficiencies in work or material has been reported to the Developer, and that said defects and deficiencies have since been remedied.**

I confirm that I have been empowered by the Developer to honour, comply with, and perform all of the Consulting Engineer's Obligations and to provide all of the Field Services specified in the document entitled "Consulting Engineer's Field Service Guidelines".

Signature of Consulting Engineer's Inspector

Signature of Consulting Engineer

(Permit to Practice) _____ (Seal) _____


Rejection of Consulting Engineer's Certificate

Date: _____ Chief Administrative Officer

CAUSE FOR REJECTION: _____

Acceptance of Consulting Engineer's Certificate

Date: _____ Chief Administrative Officer



CITY OF LACOMBE 5432 56TH AVE, LACOMBE, AB T4L 1E9 | P.403.782.6866 | WWW.LACOMBE.CA | VERSION.38.951.OCT.2018

SCHEDULE "I" SAMPLE FINAL ACCEPTANCE CERTIFICATE

THE CITY OF LACOMBE File #:

FINAL ACCEPTANCE CERTIFICATE

SUBDIVISION: _____ PHASE: _____

DEVELOPER: _____ AGREEMENT DATE: _____

MUNICIPAL IMPROVEMENT:

PROJECTED EARLIEST MAINTENANCE PERIOD EXPIRY DATE: _____

CONSULTING ENGINEER: _____

CONTRACTOR(S): _____

BOUNDARY OF AREA: Map attached.

CONSULTING ENGINEERS CERTIFICATE

I, _____, Professional Engineer, am employed by the firm of _____ Consulting Engineer who is engaged by the Developer to design and inspect the construction and installation of utilities and improvements. I do hereby certify that the utilities or improvements noted within the area shown on the attached plans have been constructed and installed in conformance with all respects to the City's specifications and approved designs, or as otherwise directed by the City's Director of Planning and Operations, or his approved agent. **I certify that I have inspected the work, and that all defects and deficiencies in work or material has been reported to the Developer, and that said defects and deficiencies have since been remedied.**

I confirm that I have been empowered by the Developer to honour, comply with, and perform all of the Consulting Engineer's Obligations and to provide all of the Field Services specified in the document entitled "Consulting Engineer's Field Service Guidelines".

Signature of Consulting Engineer's Inspector

Signature of Consulting Engineer

(Permit to Practice) (Seal)

Rejection of Consulting Engineer's Certificate

Date: _____ Chief Administrative Officer

CAUSE FOR REJECTION:

Acceptance of Consulting Engineer's Certificate

Date: _____ Chief Administrative Officer

CITY OF LACOMBE 5432 56TH AVE, LACOMBE, AB T4L 1E9 | P.403.782.6666 | WWW.LACOMBE.CA | VERSION.38.951.OCT.2018

SCHEDULE "J"
SAMPLE IRREVOCABLE LETTER OF CREDIT

Name and address of Financial Institution: Irrevocable Standby Letter of Credit:

Name and Address of Applicant: Beneficiary: City of Lacombe 5432 56 th Avenue, Alberta T4L 1E9 Attention: CAO Fax: 403.782.5655	Document Identification Number: Amount: \$CAD Maximum Amount in "Words" Canadian dollars
---	---

Date of Issue:

We hereby authorize you to draw on "*Name and Address of Financial Institution*" for the account of the Applicant up to an aggregate of the amount mentioned above.

Pursuant to the request of the Applicant, we "*Name of Financial Institution*" hereby establish and give you an Irrevocable Standby Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have the right as between yourself and the Applicant to make such demand and without recognizing any claim of the Applicant, or objection by it to payment by us.

The amount of this Letter of Credit may be reduced from time to time as advised in writing to the undersigned from time to time by the Beneficiary.

We understand that this Letter of Credit relates to those Municipal Improvements and Financial Obligations set out in the Development Agreement between the Developer and the City of Lacombe.

The amount of this Letter of Credit will continue in force up to "*Date one year after Date of Issue*" but shall be subject to the condition hereinafter set forth.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless 30 days prior to the present or future expiration date, we notify you in writing that we elect not to consider this Letter of Credit to be renewable for any additional period.

This Irrevocable Standby Letter of Credit is not transferable or assignable.

Except so far as is expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, Publication No. 500 (Latest Revision) and engages us in accordance with the terms thereof.

Signed by Authorized Representative of Financial Institution