

Lucien & Carol Ethier
53526 RR 273
Spruce Grove AB
T7X 3R9

September 15, 2015

Mayor & Council
Parkland County
53109A Highway 779
Parkland County AB
T7Z 1R1

Dear Council:

RE: Plan 032 4016, Block 2, Lot 1

We are at Council today to ask that the development permit requirement that triggers the "*recovery owed to Developer of Poplar Ridge*" for the subdivision road be removed from Subdivision Application No. 09-S-0924W, dated September 17th, 2009, (Article 7.1 – Recoverables) for the above noted property. We would like this change to be applicable if the lot is sold or we decide to build on it ourselves.

We make this request based on the points below:

- a) When we subdivided our land into two parcels we were required to put in a road and access to the second parcel under the Development Agreement Parkland File No. 07-2-013W dated May 7th, 2009. Attachment 1. Under that agreement we are required to pay for the financial contribution for the future asphalt surfacing of the internal roadway (\$23,750), as well as the Offsite Levies (\$7,373.84) for a total of \$31,123.84. This payment is triggered on a development permit or subdivision application whether we own the land or it is sold. ***We have no issue with this.***
- b) The roadway noted in the Scott Subdivision Application (Attachment 2), is not required by our lot as there is already a road and access there. Therefore; that road is of no benefit to Plan 032 4016, Block 2, Lot 1 as it sits now, so building a house on it should not require payment for a road we do not need.
- c) Should we or future owners of Plan 032 4016, Block 2, Lot 1 further subdivide, then we agree that money should be paid to the Developers as that road will be required for future parcels.
- d) Our subdivision was applied for and completed prior to Chad & Karmella Scott's.
- e) At no time were we ever notified that we would be responsible for repaying part of that subdivision road and related offsite levies. We had no idea we had any financial obligation until we started having problems selling that parcel of land. It wasn't until April of 2015 that we received this information when we went to the County about subdividing for a third parcel, since we were having issues with

CAVEAT RE: DEVELOPMENT AGREEMENT

TAKE NOTICE that PARKLAND COUNTY of 53109A Highway 779, Parkland County, Alberta, T7Z 1R1 claims an interest under and by virtue of a Development Agreement, pursuant to Section 650 of the Municipal Government Act, R.S.A. 2000, Chapter M-26, dated May 7th, 2009 between the Caveator and the registered owners of the lands hereinafter described lands for the purpose of enforcing the terms and conditions of contained in the Development Agreement:

PLAN 032 4016

BLOCK 2

LOT 1

CONTAINING 11.32 HECTARES (27.97 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
A)	PLAN 042 1772 SUBDIVISION	4.00	9.88
B)	PLAN 082 070.9 ⁰⁹⁴ SUBDIVISION	1.427	3.526

EXCEPTING THEREOUT ALL MINES AND MINERALS

being lands standing in the register in the name of **LUCIEN JOSEPH ETHIER and CAROL LYNN ETHIER**, and Parkland County forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

I appoint Parkland County, 53109A Highway 779, Parkland County, Alberta, T7Z 1R1 as the place at which notice of proceedings relating hereto may be served.

Dated at Parkland County, in the Province of Alberta, this 15 day of SEPT., 2009.

PARKLAND COUNTY

Per: 

AFFIDAVIT

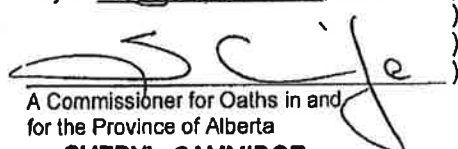
CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Paul Hanlan, Manager, Planning and Development,
of Parkland County, in the Province of Alberta,
MAKE OATH AND SAY THAT:

1. I am agent for the above named Caveator.
2. I believe that the Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at Parkland County,)
in the Province of Alberta, this 15)
day of SEPT., 2009.)


PAUL HANLAN


A Commissioner for Oaths in and
for the Province of Alberta

SHERYL CAMMIDGE
MY COMMISSION EXPIRES:
SEPT. 17, 2012

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NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants and agreements herein contained and of the County allowing the Developer to proceed in the manner set-forth herein, the parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Except where the context otherwise requires, the following expressions or words when used in this Agreement shall have the following meanings:

- (a) *"Completion Certificate"* shall mean a certificate issued pursuant to Paragraph 6.2 or 6.5 of this Agreement and shall be in the form attached as *Schedule "B"* to this Agreement;
- (b) *"Council"* shall mean the Parkland County Council as constituted from time to time;
- (c) *"Final Acceptance Certificate"* shall mean a certificate issued pursuant to Paragraph 6.9 of this Agreement and shall be in the form attached as *Schedule "C"* to this Agreement;
- (d) *"General Design Standards"* shall mean the standards that are approved by the General Manager for the construction and installation of the Local Improvements;
- (e) *"Internal Local Improvements"* shall mean all of the Local Improvements or the portions thereof to be constructed by the Developer within the Subdivision which are described and specified on *Schedule "D"* attached hereto;
- (f) *"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"* attached hereto;
- (g) *"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;
- (h) *"Warranty Period"* shall mean the following:
 - i) for the *Internal Local Improvements* that period commencing on the date of issuance of a Completion Certificate for the Internal Local Improvements and ending on the date of the issuance by the County of a Final Acceptance Certificate for the Internal Local Improvements, and

- (d) the Developer shall have complied with the provisions of Paragraph 2.7 of this Article; and
 - (e) the Developer shall have complied with all of the provisions of Article 3 of this Agreement.
- 2.3 Prior to the County ratifying its portion of the Development Agreement, the Developer shall pay to the County the following amounts or met the required condition as the case may be:
- (a) **Engineering & Inspection Fees**. The Developer, through the ratification of this agreement, agrees to pay to the County the sum of **ONE THOUSAND (\$1,000.00) DOLLARS** for engineering and inspection costs incurred by the County's Engineering Department regarding the Subdivision, for the County to complete engineering review, approval, and inspection of required Local Improvements.
 - (b) Provided satisfactory proof of the necessary insurance as outline in Article 2.16 of this Agreement;
 - (c) Provided the necessary security as outlined in Article 3 of this Agreement;
- 2.4 Prior to the County endorsing the registration documents for the Subdivision, as provided for in Section 57(3) of the *Municipal Government Act RSA 2000*, Chapter M-26, as amended, the Developer shall pay to the County the following amounts and until the following conditions have been met:
- Fees**
- (a) **Endorsement Fee** - the Developer have paid to the County the sum of **\$250.00 per parcel**, exclusive of reserves and/or public utility lots, contained within the Subdivision. The endorsement fee is \$500.00 for 2 lots to be registered.
- Levies**
- (b) Payment of Off-Site Levy for the **Arterial / Collector Roadway Off-site Levy (Bylaw 01-2007)**, calculated as \$6,074.00 per ha (GST not-applicable/no interest) for the area of the subject lands to be registered, which will be determined at the time of submission of the survey plan for endorsement. The **estimated cost** is **\$7,373.84** calculated as \$6,074.00/ha X 1.214 ha (Area to be registered under this application less ER).

780-968-8448 to arrange and complete any required Industrial Haul Agreements.

The Developer at all times must ensure that all contractors and subcontractors at the work site comply with and apply for any necessary Industrial Haul Agreements.

In the event that the conditions above have not been met, the County may issue a stop-work order in accordance with Article 4.3 of this Agreement.

- 2.6 Within a period of one (1) year following the date of this Agreement the Developer shall complete the construction and installation of the Local Improvements at the Developer's sole cost and expense, in a good and workmanlike manner, in strict conformity with the Plans and Specifications and the General Design Standards and proper and accepted engineering practices, and in accordance with any requirements of law applicable to the work.
- 2.7 Prior to the date of issuance by the County of any Completion Certificate for the Local Improvements, the Developer shall provide the County with such evidence and assurances, as the County shall require that arrangements satisfactory to the County have been made for the construction and installation of the Utilities.
- 2.8 The Developer shall cause all work to be conducted diligently, with reasonable dispatch, in a workmanlike manner, according to the requirements and specifications of the General Manager and as to not cause more inconvenience to the other residents of the County than is necessary in the circumstances.
- 2.9 The Developer, its servants, agents and contractors shall do as little damage as possible in the construction of the Local Improvements and shall cause as little obstruction as possible to the movement of traffic and other works within the County during the progress of the work, and at all times shall restore the streets, highways, avenues, lanes, public areas and privately owned lands and improvements to a state of repair as nearly as possible equal to their state of repair existing at the commencement of construction, and shall be responsible for any maintenance to the Local Improvements during the construction of the Local Improvements and until a Completion Certificate is issued for the Local Improvements.
- 2.10 The Developer, at the sole cost and expense of the Developer, shall acquire such rights-of-way, easements and crossing agreements within and outside of the Subdivision as the County shall deem necessary for the construction and installation of the Local Improvements. the County shall be at liberty, but not obligated, to acquire the said rights-of-way, easements and crossing agreements in the event that the County shall deem it necessary to do so. In the event that the County shall acquire the said rights-of-way,

described in the said notice and the 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 3 of this Agreement of all the costs and expenses incurred by the County in rectifying or curing the default described in the said notice. In addition to any other right or remedy which the County may have in the event of a default by the Developer, the County shall be entitled to immediate payment of the estimated cost as determined by the General Manager of all the said costs and expenses to be incurred by the County from time to time in rectifying or curing the defaults described in the said notice. Provided, however, in the event that weather or other physical conditions do not make it possible for the Developer to rectify or cure the defaults described in the said notice within the said period of fifteen (15) days, the said period of fifteen (15) days shall be extended by the number of days during which the said weather or other physical conditions exist.

- 2.15 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.
- 2.16 The Developer shall carry **TWO MILLION (\$2,000,000.00) DOLLARS** Comprehensive Liability Insurance. A copy shall be provided to the County at the time of signing this Development Agreement. The Developer shall be at liberty to cancel such liability insurance upon the issuance of a Final Acceptance Certificate by the General Manager for the Internal Local Improvements and the External Local Improvements.
- 2.17 The Developer shall at all times ensure that any work to be performed or carried out by the Developer pursuant to this Agreement is properly marked with such warning signs and devices as shall be necessary to alert the public that the said work is taking place. The Developer, if requested by the County or the General Manager, shall supply and put up such additional warning signs and devices as the County or the General Manager shall deem necessary.
- 2.18 The Developer hereby grants and conveys unto the County, its servants, employees, contractors and agents the right, license, liberty, privilege and easement to enter upon the Lands from time to time for the purpose of carrying out such inspections of the works to be constructed by the Developer on the Lands pursuant to this Agreement as the County shall deem necessary and for the purpose of enforcing compliance by the Developer with the terms and conditions of this Agreement.

ARTICLE 3 – SECURITY

- 3.1 The Developer shall supply the County with such security from time to time, as the County shall require to ensure to the County full compliance by the Developer with each of the terms, covenants and conditions of this Agreement to be performed or carried out by the Developer as is acceptable to the County for Subdivision. Prior to the ratification of this Agreement by the County, the Developer shall supply to the County security in the total amount of **SIXTEEN THOUSAND, TWO HUNDRED FIFTY (\$16,250.00) DOLLARS**, calculated as follows:
- (a) **TEN THOUSAND (\$10,000.00) DOLLARS**, as security to ensure to the County full compliance by the Developer with each of the terms, covenants and conditions of this Agreement to be performed or carried out by the Developer;
 - (b) **SIX THOUSAND, TWO HUNDRED AND FIFTY (\$6,250.00) DOLLARS**, as security to complete 25% of all required External Local Improvements as provided for in *Schedule "D"* of this Agreement.
- 3.2 The security to be provided by the Developer pursuant to Article 3.1 of this Article shall consist of an irrevocable and unconditional Letter of Credit, issued by a chartered bank or the Treasury Branch or such other form of security, as the County shall agree to accept. The Letter of Credit shall be for an initial term of no less than one (1) year, and shall be renewed by the Developer at least thirty (30) days prior to its expiry, and delivered to the Manager of Planning & Development Services of the County as many times as is necessary until all Final Acceptance Certificates have been issued. The expiry date for the Letter of Credit shall fall on a weekday, which is not a statutory holiday. The Letter of Credit shall provide that partial draws are allowed and shall state that it is to be available as security for any and all obligations whatsoever of the Developer under this Agreement.
- 3.3 All security to be provided by the Developer pursuant to this Article shall in terms and form be acceptable to the County and the County shall be at liberty from time to time to require that the Developer supply additional security in such form and amount as the County shall deem necessary in the event that the County shall deem the security supplied by the Developer to be insufficient.
- 3.4 The Developer shall, upon the issuance by the 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 the County

existing public work in a manner not contemplated by this Agreement. The said municipal official shall be at liberty to maintain the stop-work order until the contravention is corrected.

ARTICLE 5 - CHARGES TO BE BORNE BY THE DEVELOPER

5.1 Without restricting the generality of this Agreement and in addition to any other charges or sums for which the Developer is responsible as provided elsewhere in this Agreement, the costs to be borne and paid to the County by the Developer shall include:

- (a) cost of all work and materials required for the work repaired or re-done by reason of orders and directions of the General Manager;
- (b) additional costs incurred by reason of the General Manager requiring additional workers, machinery and equipment on work;
- (c) all costs and charges incurred by the County for the work to be performed and carried out by the General Manager and his staff pursuant to this Agreement;
- (d) costs of providing proof of financial responsibility required to be provided by the Developer;
- (e) all the cost and expense of acquiring such rights-of-way and easements both within the Subdivision and outside of the Subdivision as the County shall deem necessary for the purpose of the construction and the installation of the Local Improvements and the Utilities. The said cost and expense shall, without restricting the generality of the foregoing, include the cost of preparing and registering rights-of-way plans and easements;
- (f) every cost and expense incurred by the County in acquiring additional land near the Subdivision for road widening purposes, such cost and expense to include, without restricting the generality of the foregoing, the time spent by the municipal employees and agents in acquiring the said additional land;
- (g) all reasonable legal fees and disbursements and engineering and consulting fees incurred by the County in the preparation and execution of this Agreement and in the enforcement of its terms and conditions; and
- (h) all costs and expenses reasonably incurred by the County in testing any work performed or material supplied by the Developer pursuant to this Agreement.

to the County with a statement notifying the County that the said defects and deficiencies described on the said Completion Certificate have been corrected and the General Manager or his staff shall make a further inspection of the said Local Improvements within a period of thirty (30) days from the date that the said Completion Certificate is returned to the County by the Developer. In the event that the General Manager shall not be satisfied with the correction by the Developer of the defects and deficiencies described on the said Completion Certificate, the General Manager shall once again return the Completion Certificate to the Developer with a further notation of the defects and deficiencies which have not been corrected to the satisfaction of the General Manager whereupon the processes set-out in Paragraph 7.5 and this paragraph shall apply mutatis mutandis. In the event that the General Manager shall not return the said Completion Certificate to the Developer within the said thirty (30) day period, a Completion Certificate for the said Local Improvements shall be deemed to have been issued by the County on the date that the said Completion Certificate was returned to the County by the Developer.

- 6.6 During the Warranty Period for the Internal Local Improvements and the Warranty Period for External Local Improvements, the Developer shall maintain and repair the said Local Improvements in good and sufficient repair and in accordance with the requirements of the County and, upon the completion of each of the Warranty Periods, the Developer's obligation to maintain the said Local Improvements shall cease and be at an end, unless, during a Warranty Period, defects or deficiencies shall become apparent in the said Local Improvements and the General Manager shall in writing with reasons require that repairs or replacements be done or made by the Developer. In that event, the Developer shall within a period of fifteen (15) days after receipt of such notice of defects or deficiencies cause such repairs or replacements to be done as shall be necessary or, in the event that the Developer shall default in the performance of this covenant or, in the event that an emergency shall exist, the County shall be at liberty to do the repairs or replacements and the Developer shall pay to the County the cost of doing so on demand by the County.
- 6.7 The Developer shall maintain the Internal Local Improvements and the External Local Improvements until such time as a Final Acceptance Certificate shall have been issued by the General Manager for the Internal Local Improvements or the External Local Improvements, as the case may be.
- 6.8 In maintaining the Local Improvements 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 Design Standards and the

hire such outside consultants as he shall deem necessary or advisable to test any work to be performed or materials to be supplied by the Developer pursuant to this Agreement and the Developer shall pay to the County on demand the charges to the County by the said outside consultants.

- 6.11 Notwithstanding any provision contained in this Agreement to the contrary, a Completion Certificate or Final Acceptance Certificate shall not be issued nor shall one be deemed to have been issued by the County pursuant to this Agreement if the Developer shall have failed to perform any of the undertakings or conditions to be performed or carried out by the Developer pursuant to this Agreement and such failure shall not have been rectified or cured by the Developer.

ARTICLE 7 – RECOVERABLES

- 7.1 Since the Developer shall complete the construction of internal roadway from Range Road 273 west to the west limit of the approved residential parcel as provided for in *Schedule "D"* of this Agreement, Parkland shall, at such time as other land benefited by that portion of roadway is developed or subdivided, as the case may be, enter into agreements with the Other Developers requiring the Other Developers to pay to Parkland their proportionate share of any front-ending costs of the construction of that portion of roadway, as Parkland is legally able to do so. Such payments to be determined pursuant to "*Schedule E*", attached hereto. In calculating the amount to be paid from the benefiting lands, Parkland County shall include interest at the rate prescribed in Article 7.2 hereof ("the Prescribed Rate") in the manner provided in Article 7.2 hereof. If, and at such time, as Parkland receives from the benefiting lands the aforesaid payments, then upon fulfillment by the Developer of the requirements described in the Agreement and provided that the Developer shall not be in default under this Agreement, Parkland agrees to pay to the Developer the amount Parkland received from the benefiting lands within sixty (60) days of receipt by Parkland. Nothing in this Article shall obligate Parkland to pay to the Developer any amount which Parkland is prevented by law from recovering from the benefiting lands.
- 7.2 For the purposes of this Article 7, the "Prescribed Rate" shall be equal to the prime rate charged by the main branch of the Royal Bank of Canada in Edmonton on January 1st of the year for which interest is to be calculated and such rate shall be compounded annually. The said prime rate means the reference rate determined by the said bank at its reference rate for demand commercial loans made in Canada in Canadian Dollars and published by the said bank as its prime rate. Interest at the Prescribed Rate shall be

parties may petition such a Justice to appoint a third arbitrator. Following the selection or appointment of the third arbitrator, the three arbitrators shall as soon as possible, embark upon the arbitration. They shall settle the rules of procedure for the arbitration proceedings and all rulings required to be made during the proceedings. The decision of the majority of the arbitrators upon the rules of procedure or upon the matters in dispute shall be final and binding upon the parties, and all costs of the arbitration shall be apportioned between the parties, or against either of them, as the majority of the arbitrators shall decide.

- 8.4 Provided, however, it is understood and agreed that the foregoing provisions shall not authorize any reference to arbitration any question relating to the definition of the General Design Standards by the General Manager, the approval of the Plans and Specifications by the General Manager, the form and amount of the security to be provided by the Developer pursuant to Article 3 of this Agreement, an estimate by the General Manager pursuant to Paragraph 2.14 of this Agreement of the cost and expense to be incurred by the County in rectifying or curing a default or any question relating to the issuance by a municipal official of a stop-work order pursuant to Paragraph 4.3 of this Agreement.

ARTICLE 9 - COMPLIANCE WITH LAW

- 9.1 The Developer shall at all times comply with all legislation, regulations and municipal bylaws and regulations relating to the development of the Subdivision by the Developer.
- 9.2 This Agreement does not constitute the approval of any Subdivision and is not a Development Permit or other Permit granted by the County.
- 9.3 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 by the Developer.
- 9.4 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.

ARTICLE 10 - LAW OF ALBERTA APPLICABLE

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

ARTICLE 11 - FURTHER ASSURANCES

- 11.1 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.

IN WITNESS WHEREOF the County and the Developer have hereunto affixed their corporate seals by the hand or hands of their proper officers duly authorized in that behalf as of the day and year first above written.

PARKLAND COUNTY

Per: *Robert M. Gault*

Per: *Carol Lynn Ethier* (seal)

SIGNED, SEALED AND DELIVERED
in the presence of:

Erin M. Hana)
WITNESS as to the signature of) *Lucien Joseph Ethier*
LUCIEN JOSEPH ETHIER

Erin M. Hana)
WITNESS as to the signature of) *Carol Lynn Ethier*
CAROL LYNN ETHIER

SCHEDULE "A"
SUBJECT LANDS

PLAN 032 4016

BLOCK 2

LOT 1

CONTAINING 11.32 HECTARES (27.97 ACRES) MORE OR LESS

EXCEPTING THEREOUT:	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 042 1772 - SUBDIVISION	4.00	9.88	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4; 27; 53; 33; NE

SCHEDULE "B"
COMPLETION CERTIFICATE

DATE: _____

FILE: 07-S-013W (ETHIER)

To: SUPERVISOR OF DEVELOPMENT, ENGINEERING SERVICES
PARKLAND COUNTY, ALBERTA
T7Z 1R1

RE: Parkland County Subdivision File: 07-S-013W (ETHIER)

We hereby certify that the construction and installation of the _____ Local Improvements in the above-described subdivision have now been completed. We further certify that the said Local Improvements have been constructed and installed in accordance with the General Design Standards and Plans and Specifications approved by the General Manager.

Yours truly,

DEVELOPER'S ENGINEER

The above described Local improvements were inspected on the ____ day of _____, A.D., 20____, and the following defects and deficiencies were found:

Manager, Engineering Services

SCHEDULE "D"
LOCAL IMPROVEMENTS

EXTERNAL

1. The construction of internal roadway west from Range Road 273 to the west boundary of the proposed parcel (approx 142.0 m) to a minimum 7.0 m wide (Residential Local Standard) gravel surface within the required 30.0 m right-of-way. Further, including the construction of a temporary graveled turn-around west of the west boundary of the proposed parcel. The Developer shall be required to complete all necessary surveying and registration of required road plan. The Developer shall complete also survey any necessary right-of-way to accommodate the temporary turn-around.

(Note: the Developer agrees to pay a proportionate financial contribution towards the future asphalt surfacing of this internal roadway in the amount as described in Article 2.4(c) of this Agreement).

2. All road shoulders, ditches, berms, and backslopes shall be topsoiled, landscaped and seeded to a grass coverage acceptable to the General Manager.
3. Traffic control signage as required by the General Manager.
4. All disturbed open areas shall be graded, topsoiled, landscaped and seeded down to a grass coverage, acceptable to the General Manager.
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.
4. The necessary storm water management improvements to meet the requirements of an approved storm water management and drainage plan including any necessary easements, required by the General Manager.
5. Construction of an approach to any Public Utility Lot (PUL) or Municipal Reserve (MR) parcel as required by the General Manager.



Lot 1, Block 1, Plan 0324016
(within N.E. 33-53-27-W4M)

Subdivision Application No. 09-S-024W

Dated this 17 day of SEPTEMBER 2009.

BETWEEN:

PARKLAND COUNTY
a municipal corporation in the Province of Alberta
(hereinafter referred to as the "County")

OF THE FIRST PART

- and -

Chad Marcel Scott and Karmella Marie Scott
of Parkland County, in the Province of Alberta,
(hereinafter referred to collectively as the "Developer")

OF THE SECOND PART

DEVELOPMENT AGREEMENT

BETWEEN:

PARKLAND COUNTY
a municipal corporation in the Province of Alberta
(the "County")

OF THE FIRST PART

- and -

Chad Marcel Scott and Karmella Marie Scott
of Parkland County, in the Province of Alberta
(the "Developer")

OF THE SECOND PART

DEVELOPMENT AGREEMENT

WHEREAS the Developer is the registered owner of those lands situated in Parkland County which are legally described as follows:

PLAN 0324016
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 17.3 HECTARES (42.75 ACRES) MORE OR LESS

(the "Lands");

WHEREAS the Developer has applied for subdivision (**Subdivision Application No. 09-S-024W**) of the Lands for country residential purposes and the Subdivision Authority for the County conditionally approved the said subdivision (the "Subdivision") on July 13, 2009, as shown on Schedule "A" Approved Plan of Subdivision subject to certain conditions, including the entering into of this Agreement for the servicing of the Lands;

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

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants and agreements herein contained and of the County allowing the Developer to proceed in the manner set-forth herein, the parties agree as follows:

- (j) "Plans and Specifications" shall mean the plans, specifications, material lists and performance criteria for the Local Improvements approved by the General Manager covering the design, construction and installation of the Local Improvements consistent with the County's Subdivision and Development Standards; and
- (k) "Utilities" shall mean those utilities together with all necessary appurtenances, which are described and specified on Schedule "E" attached hereto.

ARTICLE 2 - COVENANTS OF THE DEVELOPER

- 2.0 The Developer shall retain the services of a qualified Professional Engineer, registered and licensed to practice in the Province of Alberta, who shall be responsible for the design and preparation of drawings and specifications for all municipal improvements to be constructed within and/or related to the proposed development area. All required municipal improvements shall be designed in accordance with accepted engineering practices and shall meet or exceed the Parkland County Subdivision Development Standards as set out herein.

While the Developer's Engineer may arrange to have certain portions of the work carried out by other qualified persons, he shall remain responsible for the coordination of the work and the certification of its quality and accuracy.

- 2.1 The Developer, at no direct or out-of-pocket expense to the 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 Alberta Land Registration District.
- 2.2 Notwithstanding the provisions contained in paragraph 2.1 of this Article, the Developer undertakes, warrants and agrees that the Developer shall not register the plan of the Subdivision at the Land Titles Office for the Alberta Land Registration District nor shall the County be required to provide the County's consent to the registration of the plan of the Subdivision at the said Land Titles Office until such time as all of the following conditions shall have been satisfied:
- (a) the Developer shall have completed the construction and installation of the Internal Local Improvements and a Completion Certificate shall have been issued by the County for the Internal Local Improvements;
 - (b) the Developer shall have completed the construction and installation of the External Local Improvements and a Completion Certificate shall have been issued by the County for the External Local Improvements;

- 2.5 The Developer undertakes warrants and agrees that the Developer shall not commence construction of any of the Local Improvements until such time as:
- (a) all of the Plans and Specifications shall have been approved in writing by the General Manager. The Developer shall submit the Plans and Specifications to the General Manager in such form and in such detail as shall be required by the General Manager; and
 - (b) the Developer has formally entered into any required Industrial Haul Agreements, including the provision of any additional security that may be required under the Industrial Haul Agreement outlined in Article 3 of this Agreement, with the Public Works Department of the County. The Developer shall contact Public Works at 780-968-8448 to arrange and complete any required Industrial Haul Agreements. The Developer at all times must ensure that all contractors and subcontractors at the work site comply with and apply for any necessary Industrial Haul Agreements.

In the event that the conditions above have not been met, the County may issue a Stop Work Order in accordance with Article 4.3 of this Agreement.

- 2.6 Within a period of 1 year following the date of this Agreement the Developer shall complete the construction and installation of the Local Improvements at the Developer's sole cost and expense, in a good and workmanlike manner, in strict conformity with the Plans and Specifications and the General Design Standards and proper and accepted engineering practices, and in accordance with any requirements of law applicable to the work.
- 2.7 Prior to the date of issuance by the County of any Completion Certificate for the Local Improvements, the Developer shall provide the County with such evidence and assurances, as the County shall require that arrangements satisfactory to the County have been made for the construction and installation of the Utilities.
- 2.8 The Developer shall cause all work to be conducted diligently, with reasonable dispatch, in a workmanlike manner, according to the requirements and specifications of the General Manager and as to not cause more inconvenience to the other residents of the County than is necessary in the circumstances.
- 2.9 The Developer, its servants, agents and contractors shall do as little damage as possible in the construction of the Local Improvements and shall cause as little obstruction as possible to the movement of traffic and other works within the County during the progress of the work, and at all times shall restore the streets, highways, avenues, lanes, public areas and privately owned lands and improvements to a state of repair as nearly as possible equal to their state of repair existing at the commencement of construction, and shall be responsible for any maintenance to the Local Improvements during the

Developer describing the default and if within a period of 15 days from the date that the said notice is served or is deemed to have been served upon the Developer pursuant to this Agreement, the default described in the notice has not been rectified to the County's satisfaction, the County shall be at liberty to rectify or cure the default described in the said notice and the 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 3 of this Agreement of all the costs and expenses incurred by the County in rectifying or curing the default described in the said notice. In addition to any other right or remedy which the County may have in the event of a default by the Developer, the County shall be entitled to immediate payment of the estimated cost as determined by the General Manager of all the said costs and expenses to be incurred by the County from time to time in rectifying or curing the defaults described in the said notice. Provided, however, in the event that weather or other physical conditions do not make it possible for the Developer to rectify or cure the defaults described in the said notice within the said period of 15 days, the said period of 15 days shall be extended by the number of days during which the said weather or other physical conditions exist.

- 2.15 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.
- 2.16 The Developer shall carry **\$5,000,000.00** Comprehensive Liability Insurance. A copy shall be provided to the County at the time of signing this Development Agreement. The Developer shall be at liberty to cancel such liability insurance upon the issuance of a Final Acceptance Certificate by the General Manager for the Internal Local Improvements and the External Local Improvements.
- 2.17 The Developer shall at all times ensure that any work to be performed or carried out by the Developer pursuant to this Agreement is properly marked with such warning signs and devices as shall be necessary to alert the public that the said work is taking place. The Developer, if requested by the County or the General Manager, shall supply and put up such additional warning signs and devices as the County or the General Manager shall deem necessary.
- 2.18 The Developer hereby grants and conveys unto the County, its servants, employees, contractors and agents the right, license, liberty, privilege and easement to enter upon the Lands from time to time for the purpose of carrying out such inspections of the works to be constructed by the Developer on the Lands pursuant to this Agreement as the County shall deem necessary and for the purpose of enforcing compliance by the Developer with the terms and conditions of this Agreement.
- 2.19 Prior to the issuance by the County of a Final Acceptance Certificate for the Local Improvements, the Developer shall have repaired and restored all damage caused by any third party in constructing and installing the Utilities for the subdivision. Without restricting

- (b) **Seventy-Six Thousand Eight Hundred and Eight-Seven Dollars and Fifty Cents (\$76,887.50)** as security calculated as 25% of all construction costs for all required External Local Improvements with respect to the Internal Subdivision Road and Township Road 540 as provided for in Schedule "D" of this Agreement.

- 3.2 The security to be provided by the Developer pursuant to paragraph 3.1 of this Article shall consist of an irrevocable and unconditional Letter of Credit, issued by a chartered bank or the Treasury Branch or such other form of security, as the County shall agree to accept. The Letter of Credit shall be for an initial term of no less than 1 year, and shall be renewed by the Developer at least 30 days prior to its expiry, and delivered to the Manager of Planning & Development Services of the County as many times as is necessary until all Final Acceptance Certificates have been issued. The expiry date for the Letter of Credit shall fall on a weekday, which is not a statutory holiday. The Letter of Credit shall provide that partial draws are allowed and shall state that it is to be available as security for any and all obligations whatsoever of the Developer under this Agreement.
- 3.3 All security to be provided by the Developer pursuant to this Article shall in terms and form be acceptable to the County and the County shall be at liberty from time to time to require that the Developer supply additional security in such form and amount as the County shall deem necessary in the event that the County shall deem the security supplied by the Developer to be insufficient.
- 3.4 The Developer shall, upon the issuance by the 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 the County pursuant to this Article as long as there shall not be any claim or claims outstanding by the County against the said security.

ARTICLE 4 - METHOD OF WORK AND ENGINEERING SUPERVISION

- 4.1 At all times during the performance of the work relative to the Local Improvements and during the Warranty Period, the County and the General Manager 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 restricting the generality of the foregoing, all design, inspection, material testing and "as constructed" records.
- 4.2 The General Manager shall be at liberty to:
- (a) carry out inspections of the works to be performed or carried out by the Developer, its engineers, contractors, servants, agents or employees pursuant to this Agreement as the General Manager shall deem necessary and advisable to ensure full and proper compliance by the Developer with the Developer's

- 6.3 Notwithstanding the provisions contained in paragraph 6.2 of this Agreement, in the event that weather or other physical conditions do not make it reasonably possible for the General Manager or his staff to carry out the inspections provided for in paragraph 6.2 of this Agreement within the said period of 45 days, the County may so notify the Developer and the said period of 45 days shall be extended by the number of days during which the said weather or physical conditions exist.
- 6.4 If, upon such inspection, the General Manager or his staff finds that the Local Improvements described on the said Completion Certificate do not comply with the General Design Standards, Plans and Specifications or that the construction of the said Local Improvements has not been properly completed in accordance with the General Design Standards and Plans and Specifications, the said Completion Certificate shall forthwith be returned to the Developer by the General Manager with a notation on the said Completion Certificate of the defects and deficiencies in the said Local Improvements and the Developer shall thereupon correct all the said defects and deficiencies described in the said notation.
- 6.5 Upon the Developer correcting the defects and deficiencies described in the said notation on the Completion Certificate, the Developer shall return the said Completion Certificate to the County with a statement notifying the County that the said defects and deficiencies described on the said Completion Certificate have been corrected and the General Manager or his staff shall make a further inspection of the said Local Improvements within a period of 30 days from the date that the said Completion Certificate is returned to the County by the Developer. In the event that the General Manager shall not be satisfied with the correction by the Developer of the defects and deficiencies described on the said Completion Certificate, the General Manager shall once again return the Completion Certificate to the Developer with a further notation of the defects and deficiencies which have not been corrected to the satisfaction of the General Manager whereupon the processes set-out in paragraph 7.5 and this paragraph shall apply mutatis mutandis. In the event that the General Manager shall not return the said Completion Certificate to the Developer within the said 30 day period, a Completion Certificate for the said Local Improvements shall be deemed to have been issued by the County on the date that the said Completion Certificate was returned to the County by the Developer.
- 6.6 During the Warranty Period for the Internal Local Improvements and the Warranty Period for External Local Improvements, the Developer shall maintain and repair the said Local Improvements in good and sufficient repair and in accordance with the requirements of the County and, upon the completion of each of the Warranty Periods, the Developer's obligation to maintain the said Local Improvements shall cease and be at an end, unless, during a Warranty Period, defects or deficiencies shall become apparent in the said Local Improvements and the General Manager shall in writing with reasons require that repairs or replacements be done or made by the Developer. In that event, the Developer shall within a period of 15 days after receipt of such notice of defects or deficiencies cause

such repairs or replacements to be done as shall be necessary or, in the event that the Developer shall default in the performance of this covenant or, in the event that an emergency shall exist, the County shall be at liberty to do the repairs or replacements and the Developer shall pay to the County the cost of doing so on demand by the County.

- 6.7 The Developer shall maintain the Internal Local Improvements and the External Local Improvements until such time as a Final Acceptance Certificate shall have been issued by the General Manager for the Internal Local Improvements or the External Local Improvements, as the case may be.
- 6.8 In maintaining the Local Improvements 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 Design Standards and the Plans and Specifications. The 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 the County.
- 6.9 Not less than 330 days nor more than 400 days following the date of issuance of a Completion Certificate for the Internal Local Improvements or the External Local Improvements, excluding asphalt surfacing, as the case may be, the Developer shall forward 4 copies of the Final Acceptance Certificate duly signed by the Developer's Engineer to the County for the Internal Local Improvements or the External Local Improvements, as the case may be. Not less than 715 days or more than 745 days following the date of issuance of a Completion Certificate for the Local Improvement of asphalt surfacing, the Developer shall forward 4 copies of the Final Acceptance Certificate duly signed by the Developer's Engineer to the County for these Local Improvements. The General Manager or his staff shall carry out an inspection of the Local Improvements described on the said Final Acceptance Certificate within a period of 45 days from the date that the said Final Acceptance Certificate is received by the County and if the said Final Acceptance Certificate shall not have been returned by the General Manager to the Developer within the said 45 day period with a notation of the defects and deficiencies in the Local Improvements described on the said Final Acceptance Certificate, the Final Acceptance Certificate for the said Local Improvements for all the purposes of this Agreement be deemed to have been issued by the County on the date that the Final Acceptance Certificate was first received by the County. If, however, defects and deficiencies are apparent to the General Manager or his staff in one or more of the Local Improvements described on the said Final Acceptance Certificate, the Final Acceptance Certificate shall be returned to the Developer by the General Manager within the said 45 day period with a notation of the defects and deficiencies whereupon the processes set out in paragraph 6.4 and 6.5 shall apply mutatis mutandis.
- 6.10 The General Manager or his staff in carrying out the inspections provided for in paragraphs 6.2, 6.5 and 6.9 of this Article, shall use their reasonable best efforts to carry out as complete an inspection of the Local Improvements being inspected as is

County (the "Interest Termination Date"). Such interest shall be calculated annually on the day in each year from and after the Interest Start Date to and including the Interest Termination Date and shall be compounded annually on such dates for a term of no more than 10 years. Interest calculated at the Prescribed Rate in the manner aforesaid shall be paid to the Developer by the County on all amounts paid to the County by Other Developers pursuant to Paragraph 7.1 of this Article provided that the County shall only be responsible for such interest payments if and to the extent that the County has actually collected such interest from Other Developers described in Schedule "F" attached hereto. Nothing in this Article shall obligate the County to pay the Developer any amount that the County is prevented by law from recovering from the Other Developers.

ARTICLE 8 – ARBITRATION

- 8.1 If any dispute or difference between the Developer and the County shall arise under this Agreement, either party shall be at liberty to give the other notice of such dispute or difference and requiring that such dispute or difference be referred to arbitration.
- 8.2 If the parties are able to select and appoint a mutually satisfactory single arbitrator to settle such dispute, the dispute or difference shall be submitted to the single arbitrator and the single arbitrator shall make his award within 30 days of his appointment and the parties agree to be bound by the award of a single arbitrator and to share the costs of the arbitration proceedings equally.
- 8.3 In the event that a matter arising under paragraph 8.1, above, is not settled in accordance with the provisions of paragraph 8.2, then with respect to the dispute or difference, either party shall be entitled to give the other notice of such dispute and to demand arbitration thereof. Upon such notice and demand being given, each party shall at once appoint an arbitrator and those two arbitrators shall jointly select a third. If, within 14 days of the notice of the dispute and demand for arbitration either party has failed to appoint an arbitrator, the opposing party may petition a Justice of the Court of Queen's Bench of Alberta to appoint an arbitrator for the party in default and the person appointed by the said Justice shall be that party's arbitrator. If, within 14 days of the appointment of the two arbitrators they have failed to jointly select a third arbitrator, then either or both of the parties may petition such a Justice to appoint a third arbitrator. Following the selection or appointment of the third arbitrator, the three arbitrators shall as soon as possible, embark upon the arbitration. The arbitrators shall settle the rules of procedure for the arbitration proceedings and all rulings required to be made during the proceedings. The decision of the majority of the arbitrators upon the rules of procedure or upon the matters in dispute shall be final and binding upon the parties, and all costs of the arbitration shall be apportioned between the parties, or against either of them, as the majority of the arbitrators shall decide.
- 8.4 Provided, however, it is understood and agreed that the foregoing provisions shall not authorize any reference to arbitration any question relating to the definition of the General

ARTICLE 13 – NOTICES

- 13.1 Any notice, demand or request to the County or the General Manager shall be well and sufficiently given if delivered to the County or mailed by prepaid registered mail addressed to the County at:

Parkland County
53109A Hwy 779
Parkland County, Alberta T7Z 1R1

or at such other place or places as the County may from time to time in writing designate; and any notice, demand or request given to the Developer shall be well and sufficiently given if delivered to it or mailed by prepaid registered mail addressed to it at:

Chad Marcel Scott and Karmella Marie Scott
P.O. Box 3614
Spruce Grove, Alberta
T7X 3A8

or at such other place as the Developer may from time to time in writing designate. Any such notice or request if sent by mail shall be deemed to have been given or served 3 days after the same has been posted as aforesaid. In the event of a disruption of normal postal service any notice required pursuant to the terms of this Agreement shall be delivered by hand.

AFFIDAVIT OF EXECUTION

Canada)
 Province of Alberta)
 To Wit:)

I, Tanna Williams of Parkland County,
 in the Province of Alberta,
 MAKE OATH AND SAY THAT:

1. I was personally present and did see **CHAD MARCEL SCOTT** named in the above instrument, who is personally known to me to be the person named therein, and duly sign and execute the same for the purposes therein.
2. That the same was executed on SEP. 10, 2009 at Parkland County, in the Province of Alberta and I am the subscribing witness thereto.
3. That I know the said **CHAD MARCEL SCOTT** and he is, in my belief, of the full age of 18 years.

SWORN before me at Parkland County
 in the Province of Alberta, this 10 day of
SEP, 2009.

A Commission for Oath in and
 for the Province of Alberta
BHERYL CAMMIDGE
 MY COMMISSION EXPIRES:
 SEPT. 17, 2010

AFFIDAVIT OF EXECUTION

Canada)
 Province of Alberta)
 To Wit:)

I, Tanna Williams of Parkland County,
 in the Province of Alberta,
 MAKE OATH AND SAY THAT:

1. I was personally present and did see **KARMELLA MARIE SCOTT** named in the above instrument, who is personally known to me to be the person named therein, and duly sign and execute the same for the purposes therein.
2. That the same was executed on SEP. 10, 2009 at Parkland County, in the Province of Alberta and I am the subscribing witness thereto.
3. That I know the said **KARMELLA MARIE SCOTT** and she is, in my belief, of the full age of 18 years.

SWORN before me at Parkland County,
 in the Province of Alberta, this 10 day of
SEP, 2009.

A Commission for Oath in and
 for the Province of Alberta

BHERYL CAMMIDGE
 MY COMMISSION EXPIRES:
 SEPT. 17, 2010

SCHEDULE "B"
COMPLETION CERTIFICATE

Date:	
Subdivision Application No.	09-S-024W

To: Parkland County
 53109A Hwy 779
 Parkland County, Alberta
 T7Z 1R1

Attention: Supervisor of Development, Engineering Services

Re: Subdivision Application No. 09-S-024W

We hereby certify that the construction and installation of the _____ Local Improvements in the above-described subdivision have now been completed. We further certify that the said Local Improvements have been constructed and installed in accordance with the General Design Standards and Plans and Specifications approved by the General Manager.

Yours truly,

Per: _____
 Developer's Engineer

The above described Local improvements were inspected on the ____ day of _____, 20____
 and the following defects and deficiencies were found:

Yours truly,

Per: _____
 Manager, Engineering Services

SCHEDULE "F"

**RECOVERY OF FRONT-ENDING COSTS FOR CONSTRUCTION AND ASPHALT
SURFACING FOR THE INTERNAL SUBDIVISION ROAD (APPROXIMATELY 293 METRES)
AND TOWNSHIP ROAD 540 UPGRADES TO CONSTRUCT INTERSECTION**

Recovery of the front-ending costs for construction and asphalt surfacing for the internal subdivision road from northwest boundary of Lot 2 BLK 2 Plan 0421772 southerly approximately 125 metres along the west boundary of Lot 1 BLK 2 Plan 0324016 and Township Road 540 upgrades to construct intersection shall be collected from the following lands based on the benefiting areas as further shown on Schedule "F-1", attached hereto.

The benefiting lands are:

LEGAL	Parcel	FRONTAGE (M)	PERCENTAGE
Lot 2 BLK 2 Plan 0421772	1	167.84	28.6%
Lot 1 BLK 2 Plan 0324016	2	125.53	21.4%
Lot 1 BLK 1 Plan 0324016	3	293.37	50%
	TOTAL	587.74	100%

The required contribution shall be determined by multiplying the actual cost of surveying and registration of roadway by plan of survey and the actual costs of the construction and asphalt surfacing of the roadway, plus 15% Engineering & Administration Fees, plus GST, by the percentages indicated above.

The Developer's Consulting Engineer shall submit to the County in writing, a breakdown of the actual costs of construction, within 3 weeks of acceptance of the tender(s) for the said roadway improvements, and within 3 weeks of construction of the said roadway improvements for the purposes of obtaining recoveries.



PLANNING SERVICES

Tel: 780 968-8443

Fax: 780-968-8444

Roll No. 721003

April 30, 2015

Lucien Either
53526 Range Road 273
Spruce Grove, AB.
T7X 3R9

Re: Request to Subdivide Lot 1, Block 2, Plan 032 4016 (within N.E. 33-53-27-W4M) into two parcels

Please accept the following response regarding your recent inquiry to subdivide the existing 5.56 ha (13.74 ac) vacant parcel in two. The proposed subdivision will consist of an approximately 7.0 acre parcel accessing the north/south roadway within Poplar Ridge Estates and an approximate 6.74 acre parcel accessing the east/west internal roadway onto Range Road 273.

Lot 1 is districted CR – Country Residential under the County's Land Use Bylaw. Section 3 of the CR District permits the creation of residential parcels with a minimum parcel area of 0.8 ha (2.0 ac) of contiguous developable land. The maximum width to depth ratio for a residential parcel shall be 1 to 4 (example 50 m wide by 200 m deep). The minimum parcel width at the front property line shall be no less than 30.0 metres. There is no maximum density on the number of residential parcels permitted on a quarter section of land that meets these requirements. Legal access to Lot 1 is not available from Range Road 273. It appears that your proposal as referred meets the above mentioned criteria and can be supported by Administration.

Application Requirements

In accordance with County requirements, the following items would be required in support of a complete application to subdivide Lot 1 as proposed:

- 1) Application Forms (attached)
- 2) Application Fee - \$300.00 plus \$250.00 for one additional lot = \$550.00
- 3) Current Copy of Certificate of Title = \$10.00 Fee
- 4) Tentative Plan of Subdivision

The following additional comments are provided for your reference as they relate to the further subdivision of subject Lot 1 and will likely form conditions of approval:

A) Shallow Water Table Evaluation

Contiguous developable land is defined within the County as land that is greater than 2.13 metres (7.0 ft) above the underlying shallow water table. The last investigation (completed in 2007) regarding the location of the shallow water table beneath Lot 1 was submitted as part of the evaluation of what is now Lot 3, Block 2, Plan 094 0709. Five different areas of shallow water table conditions not meeting the County's requirement was identified within the eastern portion of current Lot 1. Sabatini Earth Technologies Evaluation can be referred to within Restrictive Covenant 092 413 749, Schedule "C". Based upon the findings of this previous investigation, as well as initial review of your proposed two lot subdivision, Administration is confident of the presence of the required two contiguous acres of developable land on each of the two proposed parcels. Parkland County does not require the submission of a new or updated Shallow Water Table Evaluation Report subject to the two lot subdivision as proposed. However, please note that current testing would likely be requested by Administration if a formal application for more than two lots is received.



prior to registration of your two lot subdivision (refer to Item D of this letter below). Alternatives to Administration's recommendation, such as a similar financial contribution and/or waiving surfacing requirements would be at the discretion of the County's Municipal Planning Commission upon submission of a formal application.

iii) Access to Poplar Ridge Estates roadway

- Access from the proposed north lot will utilize the existing north/west internal subdivision onto Township Road 540. The landowner shall provide payment of the required front-ended recovery as referenced in Item E of this letter.

D) Caveat Re: Development Agreement (092 413 748) – Future Asphalt Surfacing of east/west roadway

Parkland County and yourself previously entered into a Development Agreement on May, 2009 which is registered against Lot 1 as instrument No. 092 413 748. The Development Agreement was entered into to satisfy certain conditions under previous subdivision application No. 07-S-013. You agreed to provide payment of \$23,750.00 to the County as a financial contribution towards the future asphalt surfacing of the east/west internal subdivision fronting Lot 3, Block 2, Plan 094 0709 by the County or Other Developer's. This payment is required as a condition of further subdivision of Lot 1 and prior to registration of the subdivision at the Land Titles Office consistent with the terms of the Development Agreement.

E) Recovery Owed to Developer of Poplar Ridge

As you are aware, further subdivision of Lot 1 will trigger a recovery payment through the County to the Developer of Poplar Ridge Estates for the front-ended construction and asphalt surfacing of the north/south internal roadway of which the subdivision of Lot 1 benefits from. The recovery payment would be a required condition of subdivision to be paid to the County prior to registration of the subdivision at the Land Titles Office. The estimated payment, including interest to December 31, 2015, is \$113,481.18. Actual payment would be determined upon the month in which payment is received.

F) Off-Site Levy Bylaw No. 01-2007

Parkland County passed Bylaw No. 01-2007 that requires the payment of \$6,074.00 per hectare against Lot 1 upon further subdivision. This payment is required to support the past/future construction or upgrade of off-site arterial/collector roads within Parkland County as a requirement of new residential subdivision. The payment of 5.56 ha x \$6,074.00/ha = \$33,771.44 would be required as a condition of subdivision and prior to registration of the subdivision at the Land Titles Office.

Further, Parkland County would also require as a condition of subdivision and Development Agreement 092 413 748 payment in the amount of \$7,373.84 regarding deferred off-site levies associated with your previous subdivision of Lot 3, Block 2, Plan 094 0709.

G) Environmental and Municipal Reserves

A review of previous subdivision decisions confirms that there are no additional lands within subject Lot 1 that are required to be dedicated as either environmental or municipal reserve.

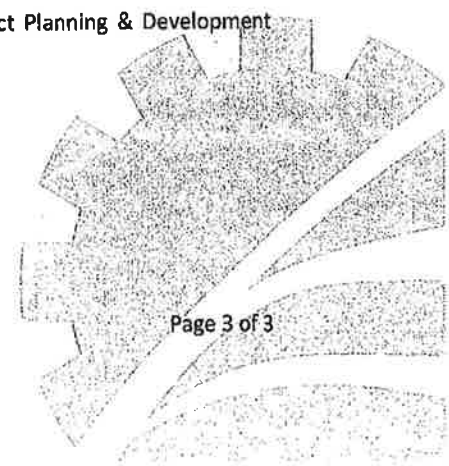
Should you have any questions concerning this response, please feel free to contact Planning & Development Services at (780) 968-8443.

Sincerely,

Stephen Fegyverneki, RPP MCIP
Senior Planner, Current Planning

Parkland County 53109A Hwy 779 Parkland County, AB Canada, T7Z 1R1
Phone 780-968-8888 Toll Free 1-888-880-0858 Fax 780-968-8413

www.parklandcounty.com



Lot 1, Block 2, Plan 0324016 (Roll No. 721003)

Development Agreement dated May 7, 2009 (Subdivision Appn No. 07-S-013)

The Development Agreement states the deferred offsite road levy and financial contribution listed as (a) and (b), below, are due upon transfer or as a condition of development or subdivision approval. Assuming the transfer occurs first, the following amounts are payable upon transfer of title of Lot 1 to a third party:

- (a) \$7,373.84 being deferment of the offsite road levy owing on Lot 3, Blk 2, Plan 0940709 created in 2009 (1.214 ha x \$6,074); and
- (b) \$23,750.00 being the financial contribution for the asphalt surfacing of the roadway south of Lot 1.

Total owing upon title transfer: **\$31,123.84**

The following amounts are payable upon development permit or subdivision approval of Lot 1:

- (c) \$113,481.18 including interest to December 31, 2015 being the recovery owing to the developer of Poplar Ridge Estates for the front-ended construction costs of the internal subdivision road; and
- (d) \$33,771.44 being the offsite levies owing on Lot 1 based on 5.56 ha x \$6,074.00/ha.

Total owing upon development or subdivision approval: **\$147,252.62**

At some point, all amounts will be due and payable:

TOTAL AMOUNT OWING: \$178,376.46