DEVELOPMENT AGREEMENT

CITY OF CHESTERMERE, ALBERTA

SUBDIVISION APPROVAL NO. _____

CITY OF CHESTERMERE

AND

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THIS AGREEMENT made this ___ day of _____, 20___.

BETWEEN:

CITY OF CHESTERMERE
("Municipality")

-and-

_____
("Developer")

DEVELOPMENT AGREEMENT

RECITALS:

A. The Developer is, or is entitled to become, the registered owner of part or all of those lands situated in the Municipality, which are legally described in Schedule "A" to this Agreement;
B. The Developer intends to subdivide part or all of the Lands (hereinafter referred to as the "Subdivision Area") as shown on the plan attached as Schedule "B" to this Agreement;
C. The Developer has applied for subdivision of part or all of the Subdivision Area, and that the Subdivision Approving Authority, on _____ approved said subdivision application (File Number: _____) subject to certain conditions including the entering into of this Agreement, for the provision of improvements and servicing of part or all of the Subdivision Area;
D. The Municipality and the Developer are agreeable to the Developer completing or contributing to the Municipal Improvements required to properly access and service the Subdivision Area, in accordance with the provisions of this Agreement;
E. The Municipality and the Developer have agreed to enter into this Agreement to ensure adequate and timely provision of required access and services to the Subdivision Area;
F. Upon satisfactory completion of the construction and installation of the Municipal Improvements and the final acceptance of them by the Municipality, the Municipal Improvements which are on or under Public Property shall become the property of the Municipality;
G. Pursuant to Sections 648, 650, 651 and 655 of the *Municipal Government Act*, as a condition of subdivision and development approval the Municipality requires the Developer to enter into an agreement regarding obligations for Off-Site Levy payments, construction and installation, Oversize and Security; and
H. The Municipality and the Developer have agreed that the said construction and installation of the Municipal Improvements and all matters and things incidental thereto and all other matters and things relating to the development of the Subdivision Area, shall be subject to the terms, conditions and covenants hereinafter set forth.

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION OF the foregoing, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. DEFINITIONS

1.1 **"Agreement"** means this agreement, the recitals and Schedules A to G.
1.2 **"Commencement of Construction" or "Commence Construction"** means:

(a) in respect of the construction of Municipal Improvements, the date upon which the Developer commences actual grading, excavation, or installation of or within the Lands for the purposes of constructing or installing Municipal improvements; or

(b) such other date as may be agreed upon in writing by the Municipality and the Developer; and

(c) the Commencement of Construction and/or installation shall not include the placement of machinery or equipment on the Lands nor any work preparatory to construction and/or grading such as design, demolitions or removal of any buildings or improvements, or placement of materials or other goods in or on the Lands.

1.3 **"Construction Completion Certificate" or "CCC"** means a document:

(a) that is signed and sealed by the Consulting Engineer and stamped with the Association of Professional Engineers and Geoscientists of Alberta permit to practice stamp, or in the case of Landscaping signed by a Professional Landscape Architect and Landscape Technician, certifying that the Municipal Improvements have been constructed, installed, and inspected in conformance with the municipality's standards and the approved Plans;

(b) that is acknowledged and dated by Municipality's Chief Administrative Officer or designated Municipal Representative;

(c) that contains the projected earliest Warranty Period expiry date for the Municipal Improvements as set by the Municipal Representative; and

(d) that triggers the start of the Warranty Period for Municipal Improvements.

1.4 **"Consulting Engineer" or "Developer's Consultant"** means a professional engineer registered in the Province of Alberta who is a member in good standing of the Association of Professional Engineers and Geoscientists of Alberta and is employed or retained by the Developer in connection with the design, installation and construction of the Municipal Improvements. Where applicable can also mean a professional landscape architect, Alberta land surveyor or professional land use planner.

1.5 **"Developer"** means the owner of a subdivision, development, or Municipal Improvements pursuant to a subdivision approval or development permit, respectively, issued by the Municipality, and who has entered into a Development Agreement with the Municipality as contemplated under the Sections 655 and 650 of the *Municipal Government Act.*

1.6 **"Developer Contributions"** means all levies related to the Work and cost of designing, construction and installing improvements and/or services required in order to access or service a Subdivision Area imposed by the Municipality *in lieu* of obligations to perform the Work associated therewith, as contemplated under Sections 650, 651, and 655 of the *Municipal Government Act.*

1.7 **"Development Agreement"** means a written and executed agreement entered into between the Municipality and the Developer respecting the Subdivision Area, or Municipal Improvements, as contemplated under Sections 648, 650, 651, and 655 of the *Municipal Government Act*, as amended from time to time.

1.8 **"Dispute Resolution Procedure"** means that the dispute resolution procedure contained within Section 2.20 of this Agreement.

1.9 **"Engineering Plans"** means the drawings and specifications prepared by the Developer's Consultant covering the design, construction and installation of all Municipal Improvements in the Subdivision Area as identified in Schedule "C" of this Agreement.

1.10 **"Essential Services"** means:

(a) Those Municipal Improvements as described in Schedule "C" of this Agreement;

(b) Natural gas, electrical power, telephone and internet services; and

(c) The internal subdivision road, sewage collection system, and potable water system.

1.11 **"Final Acceptance Certificate" or "FAC"** means a document:

(a) Of written acceptance, as contemplated in Section 7 of this Agreement prepared by the Developer's Consultant and issued by the Municipality for the Municipal Improvements upon the completion of any repairs for defects or deficiencies and the expiration of the Warranty Period;

(b) Signed and sealed by the Consulting Engineer and stamped with an Association of Professional Engineers and Geoscientists of Alberta permit to practice stamp, or in the case of Landscaping, signed by a Professional Landscape Architect and Landscape Technician, certifying that construction of the Municipal Improvements have been constructed, installed, inspected, and maintained in conformance with the Engineering Design and Construction Standards and the Landscape Standards and Specifications; and

(c) Signed and dated by the Chief Administrative Officer or designated Municipal Representative.

1.12 **"Lands"** means those lands situated in the City of Chestermere, province of Alberta, which the Developer is the owner or will become the owner, and for which the Developer intends to receive subdivision or development permit approval.

1.13 **"Landscaping"** means the modification or enhancement of the Lands by means of:

(a) The growing or planting of any type of vegetation whatsoever;

(b) The installation, construction or placement of inanimate materials such as brick, stone, concrete, tile, and wood (excluding concrete and asphalt used in roadway construction and swales); and

(c) The alteration of any grades or elevations of the surface of the site which is not done solely for purposes of drainage control.

1.14 **"Landscape Plans"** means the drawings and specifications prepared by the Developer's Consultant covering the design, construction and installation of all Landscaping identified in Schedule "C" of this Agreement.

1.15 **"Municipal Representative"** means any person employed by the City of Chestermere or empowered to act on the municipality's behalf with respect to this Agreement or any of the Work related hereinto.

1.16 **"Municipality"** means the municipal corporate of the City of Chestermere and/or the land laying within the corporate limits of the City of Chestermere, as the context requires, and whether or not Utility Co. is specifically mentioned in a section, in the case of the water, wastewater, and stormwater Municipality includes the Utility Co., unless the context otherwise requires. The Municipality shall be represented by the Chief Administrative Officer, designated Municipal Representative, or, in the case of the water, wastewater, and stormwater, Utility Co. Representative.

1.17 **"Municipal Improvements"** means and includes, within and outside the Lands, those services and facilities identified as Municipal Improvements in Schedule "C" of this Agreement.

1.18 **"Off-Site Levies"** means those levies imposed by the Municipality pursuant to bylaw, as contemplated under Section 648 of the *Municipal Government Act*.

1.19 **"Oversize"** means the excess capacity of the Municipal Improvement(s), being any capacity in excess of that required for the proposed development or subdivision.

1.20 **"Plan of Subdivision"** means the drawings submitted to the Planning Department including, but not limited to, rights-of-way, easements, property lines, and utility lots.

1.21 **"Prime Rate"** means the prime-lending rate established by the Royal Bank of Canada on the date of execution of this Agreement.

1.22 **"Public Property or "Public Properties"** means all area within and adjacent to the Lands to be owned or administered by the Municipality, including utility rights-of-way granted to the Municipality.

1.23 **"Security"** means an irrevocable letter of credit with a Canadian chartered bank at a branch in Alberta, or cash *in lieu* of payment, provide by the Developer to the Municipality to secure obligations contained in this Agreement, and any amendments hereto.

1.24 **"Subdivision Area"** means the Lands or that portion of the Lands upon or within which the Developer proposes to subdivide.

1.25 **"Third Party"** means a person or entity that is not a part of this Agreement.

1.26 **"Utility Co."** means 1538974 AB Ltd. (Formerly Chestermere Utilities Inc.)

1.27 **"Warranty Period"** means the length of time from the date of execution of the Construction Completion Certificate by the Chief Administrative Officer or designated Municipal Representative, pursuant to the provisions of this Agreement, to the date of execution of the Final Acceptance Certificate for the Municipal Improvements as listed in Schedule "C" of this agreement.

1.28 **"Work"** means any and all construction, excavation, installation, fabrication, engineering, survey, testing, maintenance, or other services whatsoever required to be performed by or on behalf of the Developer in order to create the Municipal Improvements in accordance with the terms, covenants, and conditions contained within this Agreement.

2. ADMINISTRATIVE PROVISIONS

2.1 Scope

(a) The scope of this Agreement shall define the duties, liabilities, and obligations of the Developer with respect to those matters that are specifically set out herein.

2.2 Compliance with Law

(a) The Developer shall at all times comply with all legislation, regulations, municipal bylaws, and resolutions relating to the development of the Subdivision Area.

(b) This Agreement does not constitute approval of any subdivision and is not a development permit, building permit, or other permit granted by the Municipality, and it is understood and agreed that the Developer shall obtain all approvals and permits which may be required by the Municipality or any government authority.

(c) Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the rights or obligations to do it do not come into force until such approval or permission is obtained provided, that the parties will do all things necessary by way of application or otherwise in an effort to obtain such approval or permission.

2.3 Assignments

(a) This Agreement shall not be assignable by the Developer without the express written approval of the Municipality, which consent shall be subject to the terms of this Agreement and may be withheld by the Municipality in its discretion. If the Developer is a corporation, an assignment of this Agreement is deemed to have occurred upon (i) any merger, amalgamation, consolidation or acquisition of the corporation with, by or into another corporation, (ii) any transfer of shares of the corporation, (iii) any issuance of additional shares, or (iv) any change in the legal or beneficial ownership of the shares of the corporation, that material affects the control of the corporation.

(b) This Agreement shall enure to the benefit of, and shall remain binding upon (jointly and severally, where multiple parties comprising the Developer), their heirs, executors, administrators, attorneys under a power of attorney, and other personal representatives of all individual parties and their respective estates, and shall enure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate parties.

2.4 Caveats

(a) The Developer acknowledges and agrees that the Municipality shall be at liberty, pursuant to the Municipal Government Act, upon the execution of this Agreement, to file at the Land Titles Office for the South Alberta Land Registration District a caveat against the Subdivision Area and against the undeveloped portion of the lands described in Schedule "A" for purposes of protecting the Municipality's interests and rights pursuant to this Agreement.

2.5 Waiver

(a) A waiver by either party hereto of the performance by the other of any covenant of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant of this Agreement.

2.6 Time

(a) Time shall be of the essence and any time limits specified in this Agreement may only be extended by written agreement executed by the parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall continue to be of the essence.

2.7 Notice

(a) Unless otherwise specified within this Agreement, any notice, communications, or request to be given to either party shall be in writing and delivered by personal delivery, courier, prepaid mail or facsimile transmission.

(i) **City of Chestermere**
City Hall
105 Maria Road
Chestermere, AB T1X 1V7

Phone: (403) 207 - 7050
Fax: (403) 569 - 0512
Attention: Chief Administrative Officer &
Director of Community Growth and Infrastructure

and

(ii) _____

_____

Phone: _____

Fax: _____

Attention:

(b) Any notice delivered by personal delivery or courier shall be deemed to have been received on the date of delivery if delivered between 8 a.m. and 5 p.m. (MST), and, if delivered after 5 p.m., then the next business day. Any notice delivered by prepaid mail shall be deemed to have been received 5 days after the date of mailing with Canada Post. In the event that notice is to be served at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, the notice shall not be mailed but shall be delivered by courier or by hand. Any notice delivered by facsimile transmission shall be deemed to have been received on the date of the facsimile confirmation of transmission if transmitted between 8 a.m. and 5 p.m. (MST), and, if transmitted after 5 p.m., then the next business day.

(c) Any party may change its address for delivery or communication by providing the other party with at least ten (10) days' notice of the new address.

2.8 Interpretation

(a) The validity and interpretation of this Agreement and of each part hereof shall be governed by the laws of the Province of Alberta.

(b) In interpreting this Agreement, the principle of *contra proferentem* shall not be applied. This Agreement shall be interpreted so as to protect the interests of the Municipality.

2.9 Force Majeure

(a) In the event that either Party is rendered unable, wholly or in part, by *force majeure* to carry out its obligations under this Agreement, other than its obligations to make payments of money due, such Party shall give written notice to the other Party stating full particulars of *force majeure*. The obligation of the Party giving such notice shall be suspended during the duration of the delay resulting from such *force majeure*, to a maximum of one hundred and eighty (180) days. The term *force majeure* means acts of God, strikes, lockouts, or other industrial disturbances of a general nature affecting an industry critical to the performance of the Work, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the Party claiming a suspension, which, by the exercise of due diligence, such Party shall not have been able to avoid or overcome; provided however, the term *force majeure* does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a Party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay or avoid or discontinue such event.

2.10 Indemnity

(a) The Developer shall indemnify and save harmless the Municipality, its Council, administration, employees, agents and contractors from and against any and all losses, costs (including, without restriction, all legal costs on a solicitor and his own client full indemnity basis), damages, actions, causes of actions, suits, interest, claims and demands, whatsoever that may arise, directly or indirectly, from any act or omission of the Developer, its employees, agents, contractors, or those for whose actions the Developer is responsible for in law, in pursuance of this Agreement, including, without restriction, any default by the Developer in the due and punctual performance of any of its representations, warranties, covenants, and agreements contained in this Agreement. A waiver of rights of subrogation against the Municipality for liability and property insurers shall be provided to the Municipality. Such indemnity shall survive completion or termination of this Agreement.

(b) The Developer shall defend in the name of and on behalf the Municipality, its Council, administration, employees, agents and contractors any third party claims, actions, suits or other proceedings that may at any time be instituted against the Municipality, its Council, administration, employees, agents and contractors that may arise, directly or indirectly, from any act or omission of the Developer, its employees, agents, contractors, or those for whose actions the Developer is responsible for in law, in pursuance of this Agreement, although such claims, actions, suits or other

proceedings may be groundless, false or fraudulent. The Municipality may elect, in its sole discretion, to defend the Municipality, its Council, administration, employees, agents and contractors, and the Developer will reimburse the Municipality for defence costs and expenses (including but not limited to legal fees and disbursements on a solicitor and his own client basis, other professional costs, and expert fees) that are incurred by the Municipality.

2.11 Insurance

(a) The Developer shall carry Commercial General Liability insurance with policy limits of not less than FIVE MILLION DOLLARS ($5,000,000.00) per occurrence for such period as the Developer has any rights or obligations hereunder with respect to the Subdivision Area, and an all risk builders' policy, including extended coverage and malicious damage endorsement, as per industry standard, insuring the full value of the Work, and naming the Municipality as an additional insured party. The Developer shall provide a certified copy of liability insurance policy to the Municipality ten (10) days prior to Commencement of Construction and shall ensure that the Policy provides for the Municipality to receive thirty (30) days written notice of material change or cancellation from the insurer. The limit of liability on the insurance policy shall not be construed as to be the limit that the Developer may be held liable for under the indemnity provisions of this Agreement. The Policy shall be in a form and with an insurer acceptable to the Municipality. Further, the Policy shall (i) be primary coverage, non-contributing with, and not in excess of any other insurance available to the Municipality, and (ii) waive any right of subrogation against the Municipality, its Council, administration, employees, agents and contractors

(b) In addition, the Developer shall carry a Standard Automobile Policy providing coverage of at least TWO MILLION DOLLARS ($2,000,000.00) inclusive, per occurrence, for bodily injury, death and damage to property, for all vehicles owned, leased or operated by the Developer which are used in condition with the work done under this Agreement.

2.12 Security

(a) To ensure the Developer fully complies with the terms, covenants, and conditions of this Agreement, the Developer shall deposit to the Municipality security in the form of an irrevocable letter of credit (or by way of cash *in lieu*), to be automatically renewed annually, reviewed and accepted by the Municipality, in an amount determined on the following criteria and in accordance with the terms and conditions of this Agreement, as identified in Schedule "F":

(i) New Developer:

A Developer with no or limited experience or performance history of development within the municipal boundaries of the Municipality within the last five (5) year period, as determined by the Chief Administrative Officer or designated Municipal Representative, in his or her sole discretion, shall be required to provide security of seventy five percent (75%) of the total estimated cost of constructing and installing the Municipal Improvements, including Landscaping, or two hundred and fifty thousand dollars ($250,000.00), whichever is greater, and such further and other amounts as required by this Agreement.

(ii) Developer with satisfactory performance:

A Developer with satisfactory performance means a Developer that has a successful and positive development within the municipal boundaries of the municipality, as determined by the Chief Administrative Officer or designated Municipal Representative, in his or her sole discretion, with a minimum of two (2) previous developments in the municipal boundaries of the Municipality within the last five (5) year period.

A Developer with satisfactory performance history shall be required to provide security of no less than twenty five percent (25%) of the total estimated cost of constructing and installing the Municipal Improvements, including Landscaping or one hundred and fifty thousand dollars ($150,000.00), whichever is greater, and such further and other amounts as required by this Agreement.

(iii) Developer with improving performance:

A Developer with an improving performance means a Developer's history of development within the municipal boundaries of the municipality has need of improvement, as determined by the Chief Administrative Officer or designated Municipal Representative, in his or her sole discretion, including, but not limited to, untimely or faulty construction, installation, or maintenance of Municipal Improvements, breach or default under any

Development Agreement with the Municipality, and any statute, regulations, and municipal bylaw, policy or guideline; and

A Developer with an improving performance shall be required to provide security of seventy five percent (75 %) of the total estimated cost of constructing and installing the Municipal Improvements, including Landscaping, or two hundred and fifty thousand dollars ($250,000.00), whichever is greater, and such further and other amounts as required by this Agreement.

(b) The Developer shall, during the currency of this Agreement (including all Warranty Period) maintain in full force and effect all security prescribed by this Agreement. Further and notwithstanding the aforementioned, any security required to be deposited by the Developer pursuant to this Agreement may be required to be increased by the Municipality to the Developer at any time during the currency of this Agreement if it shall appear to the Municipality, in their sole discretion, that the security deposited is insufficient in relation to the costs or protection to the Municipality, for which security has been provided. Without limiting the generality of the foregoing, the Municipality may require an increase in security if: (i) the Developer has failed to comply with the construction schedule, (ii) the Developer has breached this Agreement or has received a notice of default pursuant to this Agreement, or (iii) an order pursuant to sections 545 or 646 of the *Municipal Government Act* has issued against the Developer.

(c) The security requirements of this Agreement, to be provided by the Developer, shall be without prejudice to the Developer's responsibilities and covenants under this Agreement, and the Municipality's other rights and remedies under this Agreement, municipal bylaws, and the Municipal Government Act. Nothing shall prevent the Municipality from demanding payment of performance by the Developer in excess of the required security, and without having to call upon or exhaust its remedies in respect of the required security prior to making such demand.

(d) In the event that the Municipality has negotiated, called upon, or otherwise received proceeds from the security deposited by the Developer for any reason contemplated within this Agreement, the Municipality shall be entitled to hold and apply such proceeds as a security deposit *in lieu* of the whole or a portion of the original security. Where the Municipality applied the proceeds as a security deposit *in lieu* of a portion of the original security, the Developer shall immediately deposit with the Municipality the remainder of the amount of the original security as a new security deposit.

(e) The amount of security may be reduced following the Municipality's full acknowledgement of a Construction Completion Certificate (s), including acknowledgement of the Developer's correction of rejected items, if any. The reduction amounts shall be as follows:

(i) **New Developer:**

As described in Section 2.12(a)(i), a new Developer may receive a reduction, as determined by the Chief Administrative Officer or designated Municipal Representative, in his or her sole discretion, to one hundred fifty percent (150%) of the total estimated cost of constructing and installing the remaining Municipal Improvements, including Landscaping, and in accordance with the calculations as described in Section 2.12(f), or one hundred and fifty thousand dollars ($150,000.00), whichever is greater, and such further and other amounts as required by this Agreement.

(ii) **Developer with satisfactory performance:**

As described in Section 2.12 (a)(ii), a Developer with satisfactory performance may receive a reduction, as determined by the Chief Administrative Officer or designated Municipal Representative, in his or her sole discretion, to seventy five percent (75%) of the total estimated cost of constructing and installing the remaining Municipal Improvements, including Landscaping, and in accordance with the calculations as described in Section 2.12(f), or one hundred thousand dollars ($100,000.00), whichever is greater, and such further and other amounts as required by this Agreement.

(iii) **Developer with improving performance:**

As described in Section 2.12 (a) (iii), a Developer with improving performance may receive a reduction, as determined by the Chief Administrative Officer or designated Municipal Representative, in his or her sole discretion, to one hundred and fifty percent (150%) of the total estimated cost of constructing and installing the remaining Municipal Improvements, including Landscaping, and in accordance with the calculations as described in Section 2.12(f), or one hundred and fifty thousand dollars ($150,000.00), whichever is greater, and such further and other amounts as required by this Agreement.

(f) Security adjustments following any CCC shall be in accordance with Section 2.12(e), and the calculation of the work remaining shall be submitted by the Developers consultant, approved by the Municipal Representative, and shall be in accordance with the following for each certificate;

(i) Watermains

Any incomplete Work considered minor by the Municipal Representative and not required for the issuance of a CCC. Any maintenance work including but not limited to, hydrant adjustment, valve rods, flushing assembly, valve chambers, drain manholes, or air vents.

(ii) Sanitary Sewers

Any incomplete Work considered minor by the Municipal Representative and not required for the issuance of a CCC. Any maintenance work including but not limited to benching, motoring, manhole steps, flushing, video and deflection testing, and dig ups.

(iii) Storm Sewers

Any incomplete Work considered minor by the Municipal Representative and not required for the issuance of a CCC. Any maintenance work including but not limited to benching, motoring, catch basin cleaning, manhole steps, flushing, video and deflection testing, and dig ups.

(iv) Service Connections

Maintenance work including but not limited to curb box repair (assume 10% of lots will require maintenance work)

(v) Concrete Curbs, Gutters, and Sidewalks

Any incomplete Work considered minor by the Municipal Representative and not required for the issuance of a CCC. Any maintenance work including but not limited to lifting, cutting, forming, pouring, patching (assume 30% initial concrete construction cost for maintenance work). Any developer required fencing shall be included in this certificate and may be deferred to June 30th of the following year at the discretion of the Municipal Representative. A minimum security of $10,000 will be held for fencing (not including sound fence)

(vi) Paved Roads

Any incomplete Work considered minor by the Municipal Representative and not required for the issuance of a CCC. The cost estimate for top lift asphalt pavement. Any maintenance work including but not limited to raising manholes, milling, cutting, patching, oiling, and paving.

(vii) Overland Drainage

Any incomplete Work considered minor by the Municipal Representative and not required for the issuance of a CCC. Any maintenance work including but not limited to lifting, cutting, forming, pouring, patching, and flushing. A minimum security of $10,000 shall be held for Overland Drainage.

(viii) Paved Lanes

Any incomplete Work considered minor by the Municipal Representative and not required for the issuance of a CCC. Any maintenance work including but not limited to raising manholes, milling, cutting, patching, oiling, paving. A minimum security of $10,000 will be held for Paved Lanes

(ix) Sound Attenuation Fencing

Any incomplete Work considered minor by the Municipal Representative and not required for the issuance of a CCC. Any maintenance work including but not limited to grading adjustments, painting, patching, general repair. A minimum security of $10,000 will be held for Sound Attenuation Fencing

(x) Stormwater Retention Facilities

Any incomplete Work considered minor by the Municipal Representative and not required for the issuance of a CCC. Any maintenance work including but not limited to grading, pumping, videoing, paving, fencing, Oil and Grit Separator clean up, outlet control structure repair. A minimum of $30,000 will be held for Stormwater Retention Facilities. Security shall be split in two: the engineering and the Landscape (Landscape shall require separate additional Security)

(g) The Developer shall be required to maintain a security after all Final Acceptance Certificates have been issued in the amount of two thousand and five hundred ($2,500.00) for every single-family residential lot that is undeveloped and non-loamed, which is to be identified by the designated Municipal Representative.

(h) The Developer shall be required to maintain a security after all Final Acceptance Certificates have been issued in the amount of twenty thousand dollars ($20,000.00) for every commercial and multifamily lot that is undeveloped and non-loamed, which is to be identified by the designated Municipal Representative.

(i) The Developer shall be required to maintain a security after all Final Acceptance Certificates have been issued in the minimum amount of ten thousand dollars ($10,000.00) for marketing infrastructure removal, which shall be identified by the designated Municipal Representative. The security amount may be increased depending on the size, number, type, complexity, or other circumstances as identified by the designated Municipal Representative.

2.13 Fees

(a) The Developer acknowledges that the Municipality will incur costs and expenses in reviewing the Plans for the Municipal Improvements, as well as costs and expenses for the testing and inspection of the Municipal Improvements, which costs and expenses are properly part of the costs of constructing and installing the Municipal Improvements and should properly be borne by the Developer. The Municipality and the Developer agree that unless otherwise required by any applicable fees bylaw or any other bylaw of general application, or unless otherwise stipulated within Schedule "E", upon the execution of this Agreement the Developer shall pay to the Municipality the approval and inspection fees as per the fees established from time to time by the Municipality. Such fees may be applied on a flat rate basis or for each hectare within the gross area of the Subdivision Area, or applied on the rate and/or basis required by any applicable fee bylaw or other applicable bylaw of general application, as set forth in Schedule "E", and failing those as maybe established from time to time by the Municipality.

(b) The Developer acknowledges that the amount of the approval and inspection fees payable, whether or not specified in Schedule "E", are subject to adjustment by the Municipality, and the Developer and the Municipality further covenant and agree that the follow provisions shall apply:

(i) That in the event that at the time of the payment of the approval and inspection fees for the Subdivision Area the Municipality has not as yet established the approval and inspection fees for the applicable calendar year, the Developer shall pay to the Municipality an amount equal to the approval and inspection fees calculated on the basis of the current rate as required within this Agreement.

(ii) Within thirty (30) days of the new approval and inspection fees being established by the Municipality for the applicable calendar year, the amount of the payment shall be adjusted upwards or downwards and the difference shall be paid by the Developer to the Municipality, or paid by the Municipality to the Developer, as the case may be; and

(c) The Developer shall be responsible and pay to the Municipality all legal costs, fees, expenses, and disbursements incurred by the Municipality for the preparation, fulfillment, execution, and enforcement of this Agreement, and revisions, amendments and modifications of this Agreement or subsequent related agreements.

(d) The Developer shall be responsible for and shall pay to the Municipality all engineering costs, fees, expenses, and disbursements incurred by the Municipality for all engineering services rendered in connection with the fulfillment, execution, and enforcement of this Agreement.

(e) The Municipality will forward to the Developer all invoices respecting legal and engineering expenses, and the Developer shall forthwith pay the amount stipulated by such invoices within thirty (30) days of the Municipality sending such invoices to the Developer.

2.14 Interest

(a) Except as otherwise specifically provided in this Agreement, all sums or monies owed by the Developer to the Municipality shall bear interest calculated monthly and calculated from the date upon which such sum or monies are due and payable and such interest shall be calculated at a rate equal to the Prime Rate plus two percent (2%) interest compounded monthly.

2.15 Off-Site Levies

(a) The Developer shall pay the Off-Site Levies calculated per hectare for the Subdivision Area as established in the Off-Site Levies bylaws, as amended from time to time, as calculated within this Agreement in Schedule "E", to the Municipality on or before the dates as follows:

(i) All Off-Site Levy payments should be paid upon execution of this Agreement;

(ii) If Off-Site Levy payments are eligible for deferral, as identified in the Off-Site Levy Policy, the payment schedule shall be as follows:

(a) Thirty percent (30%) shall be paid upon the execution of this Agreement,

(b) Thirty percent (30%) shall be paid within one (1) year of the execution date of this Agreement, prior to issuance of CCC's.

(c) Full payment of the remaining balance within two (2) years of the execution date of this Agreement, prior to the issuance of FAC's.

(b) Any Offsite Levies not paid upon the execution of this Agreement shall be secured, by the Developer, by means of an irrevocable letter of credit (or by way of cash *in lieu*), to be automatically renewed annually, reviewed and accepted by the Municipality in accordance with the terms and conditions of this Agreement and as identified in Schedule "F".

(c) Nothing in this Agreement shall preclude the Municipality from levying in a lawful manner any special frontage assessment, uniform unit rate assessment, or special local benefit assessment for the construction, expansion, or extension of Municipal Improvements, other than such Municipal Improvements or portions of such Municipal Improvements, which are covered by the Off-Site Levies paid by the Developer as contemplated within this Agreement in Schedule "E".

2.16 Oversizing

(a) The Developer may be required to Oversize a Municipal Improvement so additional development can benefit from the Municipal Improvement. Oversizing requirements shall be determined prior to the execution of this Agreement.

(b) The calculation of Oversizing costs, and the respective proportionate shares of such shared costs recoverable by a Developer, shall be determined by the Municipality in its sole discretion, acting reasonably, and subject always to and in accordance with good engineering and construction practices, the provisions of any relevant bylaws of the Municipality, any agreements which the Municipality has entered into or may enter into with contractors, other Developers, or other persons in respect to the Work applicable to the Oversizing costs, and where deemed appropriate by the Municipality taking into account the expended useful life span of the applicable improvement or services.

(c) The Developer shall, as soon as reasonably possible and in any event prior to the issuance of the Final Acceptance Certificate, provide the Municipality with the details of the costs of Oversizing of the Municipal Improvements that accommodate future development on land adjacent to the Subdivision Area and other benefiting land for approval by the Municipality, and upon the Municipality approving the details, the same shall govern for the purpose of determining the amount of shared costs to be paid by such adjacent or other benefiting landowners. The details provided by the developer shall include a statement of the total Oversizing costs incurred by the Developer, certified by the Developer's Consultant. In the event that the Municipality requires further analysis, the Municipality may require the Developer to provide an audited statement.

(d) In calculating any Oversized costs payable to the Developer, the Municipality shall include interest, calculated from the date of this issuance of the Construction Completion Certificate of all of the Municipal Improvements required under this Agreement, compounded annually, at the Prime Rate plus two percent (2%); PROVIDED, that interest shall cease to accrue five (5) years from the date of issuance of Construction Completion Certificates for all of the Municipal Improvements required under this Agreement.

(e) In calculating any Oversized costs payable to the Developer, the Municipality shall include cost for engineering, administration and testing. The calculation of these costs shall be a percentage of the initial construction cost for Municipal Improvements. The calculation of five percent (5%) for engineering, five percent (5%) for administration, and three percent (3%) for testing, shall be applied prior to the calculation of interest and GST. GST shall not be applied to any interest calculation.

(f) For purposes of calculating interest forming part of Oversizing costs, the Prime Rate established on January 1 for each applicable year shall be utilized.

2.17 Endeavour to Assist

(a) The Municipality shall endeavour to assist the Developer in the recovery of Oversizing costs from adjacent developers and benefiting areas. The Municipality will endeavour to notify the developer of the adjacent land or benefiting area in writing. Upon notice of such intended development being sent by the Municipality, the Developer shall, within thirty (30) days, notify the Municipality in writing of any claims it has under this Agreement for recovery of Oversize costs with detailed

calculations setting out the amount claimed by the Developer. Unless such notice has been delivered by the Developer to the Municipality, the Municipality shall not be required to request from the owners of adjacent lands the payment to the Developer of the Oversize costs attributable to the Lands intended to be developed.

(b) Notwithstanding anything to the contrary within this Agreement, the Developer shall only be entitled to recover any payment of Oversize costs within ten (10) years from this date of this Agreement and the Developer shall make no demands against the Municipality or any developer for payment thereafter. Due to the potential for the significant passage of time between the development of the Subdivision Area and the development of other lands, the corresponding potential for change in development and servicing needs in the near and long term (including, without restriction, alternative servicing options, and some Oversized Municipal Improvements becoming obsolete or requiring replacement or renewal prior to payment of all potential proportionate shares by other Developers), as well as other reasons (including, without restriction, the simple lack of further and other development in general), there shall always exist the potential for adjacent or other lands never becoming benefited by some or all Oversized Municipal Improvements. Consequently, the Municipality does not guarantee nor warrant the recovery of Oversize costs.

2.18 Special Clauses

(a) In addition to the provisions set forth in this Agreement, the Developer agrees that the special clauses set forth in Schedule "G" are hereby incorporated and form part of this Agreement. The Developer agrees that they shall comply with the special clauses in Schedule "G". Where there is an inconsistency between any provisions of this Agreement and the special clauses in Schedule "G", the special clauses in Schedule "G" shall govern.

2.19 Easements and Public Utility Lots

(a) The Developer shall ensure that all required easements and public utility lots are provided in the Subdivision Area including, but not limited to, electric, natural gas, cable, telephone, fiber optic, storm, sanitary, water, and any other utility easements as are necessary and required.

(b) Concurrently with registration of any Plan of Subdivision and prior to transfer of title of any lots in the Subdivision Area, the Developer shall grant to the Municipality easements or grants of rights-of-way for such purposes as may be required by the Municipality in form and content satisfactory to the Municipality and shall register, or cause to be registered, such easements or grants of rights-of-way concurrently with the registration of any Plan of Subdivision at no cost to the Municipality.

(c) Such easements or grants of rights-of-way shall provide that the Municipality shall have the right either:

(i) To assign all or part of the rights thereby granted to the operators of the respective utilities; or

(ii) To grant permits or licenses to install, repair and replace gas, power, cable television lines, telephone lines, fiber optics, community mailboxes, sewer and water systems, and other services within the designated easement or right-of-way area.

2.20 Developer Default and Remedies

(a) An event of default includes:

(i) A change in the registered ownership of the Lands;

(ii) The Developer assigns or purports to assign or there is a deemed assignment of this Agreement or any part of it, without the prior written consent of the Municipality;

(iii) The Developer fails to perform or comply with this Agreement or any provision of this Agreement;

(iv) The Developer becomes insolvent or admits in writing its inability to pay its debts as they become due or makes an assignment in bankruptcy for the benefit of its creditors;

(v) A receiver or bankruptcy trustee is appointed to manage the property or affairs of the Developer.

(b) If an event of default occurs, the Municipality:

(i) In the case of a default that is not a default of a payment obligation,

(a) the Municipality may give notice in writing to the Developer of such default requiring the Developer to rectify the default, whereupon the Developer shall have thirty (30) days (or a longer period as determined by the Municipality in its sole

discretion) from the receipt of such notice within which to rectify such default; and

(b) Upon expiration of the above-noted rectification period, the Municipality may enter onto the Lands and any Municipal Improvements, as agent for the Developer, and rectify or attempt to rectify such default at the Developer's cost and expense; and

(ii) In the case of a default of a payment obligation, the Municipality may give notice in writing to the Developer of such default, whereupon the Developer shall have five (5) days from the receipt of such notice to rectify such default.

(c) In addition to section 2.20(b), if an event of default occurs, the Municipality shall be entitled to any and all rights and remedies available at law or in equity including, without restriction:

(i) The unfettered right to terminate this Agreement, in which event the Municipality shall be entitled at its option to take ownership and/or control of all or any portion of the Work without any further compensation to the Developer whatsoever and without prejudice to any claims, rights of action, or remedies available to the Municipality;

(ii) Enter onto the Lands and any Municipal Improvements, and perform or otherwise rectify the Developer's obligations in default, in which event the Developer shall be responsible for payment in full of all costs and expenses incurred by the Municipality and shall immediately pay to the Municipality sufficient funds to cover all the Municipality's costs and expenses upon demand;

(iii) Invoke, cash, call upon, collect, enforce, and otherwise make demands as payee under the provisions of any and all security provided by the Developer as security for obligations contained within this Agreement including, without restriction, make demand for payment in full of any and all amounts secured by any mortgage, charge, or encumbrance security and draw upon any irrevocable letter of credit or bond security; or

(iv) Expend, utilize, apply, and set off against any and all funds received or held by the Municipality as security for the Developer's obligations, for the purposes of satisfying any of the Developer's obligations under this Agreement.

(d) Notwithstanding anything to the contrary herein, in the event that the Municipality acting reasonable, considers it necessary to undertake any immediate Work for the completion or repair of any of the said Municipal Improvements in a situation where the Municipality considers it to be an emergency, the Municipality shall be entitled to cause such Work to be done to normal municipality standards at the Developer's cost and expense without notification to the Developer; provided that, upon completion of said completion or repair Work, the Municipality shall give notice in writing to the Developer, stating the reasons for the actions and a detailed claim.

(e) The Municipality and the Developer agree that any rights and remedies available to the Municipality and the Developer, whether specified in this Agreement or otherwise available at law, are cumulative and not alternative and the Municipality and the Developer shall be entitled to enforce any right or remedy in any manner that the Municipality or Developer deems appropriate in its discretion, without prejudicing, or waiving any other right or remedy otherwise available to the Municipality or the Developer.

2.21 Dispute Resolution

(a) **Definitions** – for the purposes of this provision, the following words and phrases mean:

(i) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;

(ii) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator, who will render a legally binding decision in respect of the Dispute;

(iii) **"Dispute"** means any disagreement or controversy between the Parties concerning any matter arising out of this Agreement;

(iv) **"Mediation"** means a process whereby a Representative from each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation, or similar Dispute Resolution process;

(v) **"Party"** means a party to this Agreement, and **"Parties"** means more than one of them; and

(vi) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a Party and who has full authority to settle a Dispute.

(b) **Dispute Resolution Process** – in the event of any Dispute, prior to commencing any administrative or legal proceeding, the Parties shall undertake the following process to seek Dispute Resolution:

(i) First, by negotiation between the Parties;

(ii) Second, by way of Mediation; and

(iii) Third, by way of Arbitration, if mutually agreed by all Parties in writing at any time of the Dispute, Negotiation, or Mediation.

(c) **Negotiation** – A Party shall commence the Dispute Resolution Process by giving written notice ("Dispute Notice") to the other Party setting out the Dispute, the facts upon which the Party relies, and the remedy sought. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall, in good faith, meet and seek to resolve the Dispute through full and frank discussion and negotiation. If the Dispute is not resolved within thirty (30) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed. All discussions and negotiations shall be without prejudice, unless a resolution is reached.

(d) **Mediation** – If negotiation fails to resolve the Dispute, then the Dispute shall be referred to Mediation. Within fourteen (14) days of the failure of negotiation, the Parties shall, in good faith, select and appoint a mediator. The Parties shall provide the Mediator with the Dispute Notice. If the Mediation is not completed within sixty (60) days from the date of receipt of the Dispute Notice, the Mediation shall be deemed terminated unless the Parties mutually agree, in writing, to extend the time for the completion of the Mediation.

(e) **Arbitration**

(i) If the Parties agree, in writing, the Dispute shall be submitted to Arbitration under the Arbitration Rules of the ADR Institute of Canada Inc. (the "Rules").

(ii) The *Arbitration Act* (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the *Act*, the Rules shall prevail.

(iii) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:

a) Forty-five (45) days of the appointment of the Arbitrator, if the subject matter of the Dispute is less than FIFTY THOUSAND DOLLARS ($50,000.00); or

b) One hundred and twenty (120) days of the appointment of the Arbitrator, if the subject matter of the Dispute is greater than FIFTY THOUSAND DOLLARS ($50,000.00).

(iv) The Arbitrator's decision is final and binding, but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud or perjury.

(f) **Location** – Unless otherwise agreed upon by the Parties, the place for Mediation and Arbitration shall be the City of Chestermere, Alberta.

(g) **Selection of Mediator or Arbitrator** – If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding be appointed by the Executive Director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The Executive Director shall be requested to make this appointment within five (5) business days of receipt of the request.

(h) **Litigation and Limitations Act** – No Party shall commence any administrative or legal proceeding concerning the Dispute until the Mediation is concluded. The time during which any Dispute is subject to the negotiation and Mediation processes shall not be counted toward any limitation period set forth in the *Limitations Act* (Alberta) and the limitation period shall be extended by this time. This is an agreement in accordance with Section 7 of the *Limitations Act* (Alberta).

(i) Any Party may commence an administrative or legal proceeding to preserve its legal rights and remedies under the *Limitations Act* (Alberta), or to prevent irreparable harm to a Party where that Party seeks a pretrial injunction to prevent such harm or imposes a sections 545 or 645 order under the *Municipal Government Act*.

3. PREPARATION AND APPROVAL OF PLANS

3.1 Plan of Subdivision

(a) In respect of the Plan of Subdivision for the Subdivision Area, the Developer shall:

(i) At its own cost and expense, cause a Plan of Subdivision for the Subdivision Area to be prepared and approved by all necessary approving authorities and in accordance with the law in that respect, and provided that it is a strict requirement of this Agreement, that any Plan of Subdivision must first have received approval, in writing, from the Municipality; and

(ii) At its own costs and expense, register at the Land Titles Office for the South Alberta Land Registration District a Plan of Subdivision for the Lands within twelve (12) months of the date of subdivision approval (unless otherwise agreed to, in writing).

The Developer shall comply fully with all conditions of any subdivision approval, which may be imposed by the designated development approving authority (or if the subdivision authority's decision is appealed, the final decision from the subdivision appeal board).

(b) If the Developer fails to register a Plan of Subdivision within the time prescribed in Section 3.1 (a) (ii), then:

(i) Without limiting any other remedies, it may have, the Municipality shall be entitled, at its sole discretion, to terminate this Agreement and the Developer shall be deemed to have forfeited any and all rights under this Agreement.

(ii) The termination of this Agreement, in whole or in part, as provided in Section 3.1 (b) (i) shall be effective upon the Municipality providing written notice of termination to the Developer.

(c) No Plan of Subdivision shall be endorsed by the Municipality or permitted to be registered in respect of a Subdivision Area, nor shall the Developer Commence Construction of any Municipal Improvements, within the Subdivision Area, unless the Municipality, in its sole discretion, has:

(i) Re-designated the Lands to a land use district, that the Municipality deems appropriate;

(ii) Passed amendments to the Municipality's Land Use Bylaw relating to the regulations applicable to the development within the Lands, that the Municipality deems appropriate;

(iii) Passed new statutory plans or amendments to any existing statutory plans, that the Municipality deems appropriate;

(iv) Received all necessary approvals from all other levels of government and government and local authorities respecting the proposed subdivision or development, the Municipal Improvements, or the Plans;

(v) Received confirmation of, or otherwise confirmed, the satisfaction of all conditions contained within the applicable subdivision approval or development permit;

(vi) Confirmed that registered ownership of the lands comprising the Lands is satisfactory to the Municipality including, without restriction, confirmation that the registered owner is the Developer; and

(vii) Received all items required to be delivered to the Municipality, pursuant to the terms of this Agreement.

(d) If a Plan of Subdivision for a Subdivision Area has been registered by the Developer, and the Developer fails to proceed with the construction and installation of the Municipal Improvements for the Subdivision Area within twelve (12) months of execution of this Agreement, the Developer shall, upon receiving written notice from the Municipality to do so, immediately proceed to take all steps necessary to cancel the registration of the said Plan of Subdivision, and further, the Developer, in all events, shall obtain the cancellation of the said Plan of Subdivision within three (3) months of the Municipality providing written notice to the Developer as herein provided.

(e) The Developer irrevocably appoints the Municipality as its agent and attorney for the purposes of making all necessary or desirable (in the Municipality's sole discretion or opinion) applications, executing all necessary or advisable (in the Municipality's sole discretion or opinion) documents and taking all further necessary or advisable (in the Municipality's sole discretion or opinion) steps or actions in order to obtain the cancellation of the registration of the said Plan of Subdivision, on behalf of the Developer at the Developer's cost in accordance with Section 3.1(d) of this Agreement.

(f) The power of attorney granted to the Municipality by the Developer in Section 3.1(e) of this Agreement may be exercised by the Municipality, in the event that the Developer has not applied for the cancellation of the registration of the Plan of Subdivision within three (3) month of the Municipality providing written notice to the Developer pursuant to Section 3.1(c) of this Agreement, or may be exercised in the event that the Developer has not obtained the cancellation of the registration of the Plan of Subdivision within three (3) months of the Municipality providing written notice to the Developer pursuant to Section 3.1(d) of this Agreement

(g) The Municipality may, at its sole discretion, extend the time limits specified in Section 3.1(d). No act or omission on the part of the Municipality, intentional or unintentional, shall constitute a waiver of the Municipality's right to exercise the power of attorney conferred upon the Municipality by the Developer pursuant to Sections 3.1(e) and 3.1(f) of this Agreement.

3.2 Engineering Plans

(a) Prior to the execution of this Agreement, the Developer and/or Developer's Consultant shall:

- **(i)** Prepare the Engineering Plans for the Municipal Improvements, in accordance with the Engineering Design and Construction Standards;
- **(ii)** Submit the Engineering Plans to the Municipal Representative for review;
- **(iii)** provide to the Municipality the evidence of insurance coverage, and the security for performance of the Developer's obligations under this Agreement, in the form and content required by this Agreement;
- **(iv)** Obtain any and all permits required in relation to the construction and installation of the Municipal Improvements (including, without restriction, any development permit from the Municipality, highway development permit or consent from Alberta Transportation, and any permit, license or consent from Alberta Environment and Parks, when and if applicable and/or required by the respective government or local authority); and
- **(v)** Obtain any required license, right-of-way, or right of entry necessary to allow the Developer or its contractors access to and lands (including, without restriction, any roads), when and if applicable and/or required by the respective owner, government or local authority).

(b) The Municipality shall not unduly delay in accepting or rejecting the Engineering Plans, which have been submitted to the Municipal Representative. Once accepted, the Engineering Plans shall be deemed to be incorporated within this Agreement, and shall be considered attached to this Agreement as a schedule. If the Engineering Plans are rejected for any reason, the Municipal Representative shall provide the Developer's Consultant with a written explanation of the reasons of rejection, whereupon the Developer's Consultant must revise and correct the Plans and return them to the Municipal Representative pursuant to Section 3.2 (a), which shall apply *mutatis mutandis*. If the Municipal Representative rejects the revised or corrected Engineering Plans required to be submitted by the Developer to the Municipal Representative, the Developer shall be entitled to pursue Dispute Resolution in accordance with Section 2.21.

(c) The Engineering Plans for the construction and installation of the Municipal Improvements for the Lands shall be stamped and signed by a Professional Engineer registered in the Province of Alberta.

(d) Subject to the terms of this Agreement, the Developer shall be entitled to construct the Municipal Improvements in accordance with the Engineering Plans, once such Engineering Plans have been accepted by the Municipality. The reviews and comments provided by the Municipality do not relieve the Consulting Engineer of liability for any error or omissions in the designs. The Consulting Engineer is professionally responsible for the proper design of the Lands.

(e) The Municipality's review and acceptance of the Engineering Plans and all amendments after for the Municipal Improvements, as contemplated above, may be subject to the occurrence of unforeseen conditions, and in the case of unforeseen conditions which may adversely affect development of the detailed design specifications for any of the Municipal Improvements shall be subject to review and revision, from time to time, by the Municipal Representative to account for such circumstances in accordance with the Engineering Design and Construction Standards and in accordance with accepted engineering and construction practices.

(f) The Developer shall not Commence Construction or installation of the Municipal Improvements, or any portion, until such time as the Municipality has issued written acceptance of the Engineering Plans.

(g) The Municipality's acceptance of the Engineering Plans is not and shall not be construed as a warranty, representation or guarantee by the Municipality, or its employees or consultants respecting the content of the Engineering Plans including, without restricting, the generality of the foregoing:

- **(i)** the Engineering Plans are suitable for the intended purpose;
- **(ii)** the Engineering Plans comply with any required Federal, Provincial, or Municipal legislation, regulation, bylaw, policy or guideline;
- **(iii)** the Engineering Plans comply with the Engineering Design and Construction Standards; and
- **(iv)** the Engineering Plans are in accordance with standard acceptable engineering practices.

3.3 Landscaping Plans

(a) The Developer covenants and agrees that the Landscaping Plans for the Municipal Improvements shall comply, be designed, and be constructed in accordance with the Landscape Standards and Specifications to the satisfaction of the Municipal Parks Representative. All Landscape Plans shall be sealed and signed by a Registered Landscape Architect with a current membership in the Alberta Association of Landscape Architects. All drawings and supplemental material(s) for irrigation systems that will be turned over to the Municipality shall be stamped and signed by a Certified Irrigation Designer (CID) – Commercial. The certification must be issued by the Canadian Prairie Chapter Irrigation Association,. The certified designer must be in good standing with the Association.

(b) The Developer agrees that prior to the execution of this Agreement the Developer shall submit, to the Municipal Representative, preliminary Landscape Plans. The Landscape Plans shall be in accordance with Section 3.3(c), with any statutory documents, existing applicable agreements, bylaws, policies, and current Landscaping Standards and Specifications.

(c) The Landscape Plans shall include the following drawings:

- **(i)** Demolition Plan – Identify any existing features, vegetation or irrigation to be removed;
- **(ii)** Tree Protection Plan – identify existing tree to be retained and protected;
- **(iii)** Layout Plan – Identify features to be salvaged, location of structures, playgrounds, pathways, fences, and signs. Illustrate preservation zones, naturalized zones, and manicured zones as detailed in the Landscape Standards and Specifications;
- **(iv)** Planting Plan – Identify planting beds, quantity, size, spacing, species, aquatic species and additional details as may be required;
- **(v)** Restoration Plan – May be required if encroaching on existing MR or ER land. See Landscape Standards and Specifications for details;
- **(vi)** Grading Plan – Show existing and proposed contours at 0.5 m (meter) intervals. All grades in geodetic measure. All elevations for manholes rims, catch basins, walls, footings, and any property line grades;
- **(vii)** Irrigation Plan – show all major items in the Layout Plan and include proposed contours. Identify locations of all lines sprinklers, valves, drains, sleeves, electrical drops, controllers, and dimension to property line.

(d) Subject to the terms of this Agreement, the Developer shall be entitled to construct the Municipal Improvements in accordance with the Landscaping Plans, once such Landscaping Plans have been accepted by the Municipality. The reviews and comments provided by the Municipality do not relieve the Landscaping Consultant of liability for any error or omissions in the designs. The Landscaping Consultant is professionally responsible for the proper design of the Lands.

(e) The Municipality's review and acceptance of the Landscaping Plans for the Municipal Improvements, as contemplated above, may be subject to the occurrence of unforeseen conditions, and in the case of unforeseen conditions which may adversely affect development of the detailed design specifications for any of the Municipal Improvements shall be subject to review and revision, from time to time, by the Municipal Representative to account for such circumstances in accordance with the Landscape Standards and Specifications.

(f) The Developer shall not Commence Construction or installation of the Municipal Improvements, or any portion, until such time as the Municipality has issued written acceptance of the Landscape Plans.

(g) The Municipality's acceptance of the Landscape Plans is not and shall not be construed as a warranty, representation or guarantee by the Municipality, or its employees or consultants respecting the content of the Landscape Plans including, without restricting, the generality of the foregoing:

- **(i)** the Landscape Plans are suitable for the intended purpose;
- **(ii)** the Landscape Plans comply with any required Federal, Provincial, or Municipal legislation, regulation, bylaw, policy or guideline;
- **(iii)** the Landscape Plans comply with the Landscape Standards and Specifications; and
- **(iv)** the Landscape Plans are in accordance with standard acceptable practices.

4. CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS

4.1 General

(a) Unless otherwise specified in this Agreement, the Developer shall Commence Construction and installation of Municipal Improvements identified in the Agreement within one (1) year of its execution.

(b) In the event that the Developer has not Commenced Construction of the Municipal Improvements specified in Schedule "C" of this Agreement, then the Municipality shall be entitled to terminate this Agreement, and further upon termination of this Agreement; the Developer agrees that:

- **(i)** The termination of this Agreement shall be effective upon the Municipality serving notice of termination on the Developer;
- **(ii)** Any provisions in this Agreement relating to the cancellation of any Plan of Subdivision shall apply to the Subdivision Area; and
- **(iii)** The Developer shall not be entitled to Commence Construction of the Municipal Improvements for the Lands, unless and until a new Development Agreement is entered into between the Developer and the Municipality.

(c) The Developer covenants and agrees that at all times during the construction and installation of the Municipal Improvements by the Developer related thereto:

- **(i)** The Municipality shall have free and immediate access to all records within the possession, power, and control of the Developer and the Developer's Consultant and may make copies of any record relating to the performance of the Work including, but not limiting to the generality of the foregoing, all design, inspection, material testing, and "as constructed" records;
- **(ii)** The Municipality may:
  - **(a)** Inspect the performance of the Work, as the Municipality may deem necessary and advisable, to ensure the full and proper compliance by the Developer with the Developer's undertaking to the Municipality, and proper performance of the Work;
  - **(b)** Reject any design, material, or Work which is not in accordance with the Engineering Design and Construction Standards, Landscape Standards and Specifications, or accepted engineering and construction practices;
  - **(c)** Order that the performance of the Work, or part thereof, be stopped until the Developer fully and properly complies with the Developer's undertakings; and
  - **(d)** Order the testing of any materials to be incorporated in the Work and the testing of any Municipal Improvements.
- **(iii)** The Developer, at its own cost and expense, shall comply with said orders and requirements of the Municipality unless the Developer takes issue with any such order or requirement, in which case the Developer shall request, in writing, that such issue be referred to the Dispute Resolution Procedure; provided that, in no event shall the Developer be entitled to Dispute nor commence any proceedings with respect to any decision made by the Municipality pursuant to Sections 4.1(c)(ii)(b) or 4.1(c)(ii)(d); and provided further; that the affected Work, excepted as otherwise agreed by the Municipality, in writing, shall stop until such Dispute Resolution has taken place.

(d) Notwithstanding anything expressed or implied in Section 4.1(c):

- **(i)** The Municipality shall have no obligation or duty to exercise any of the Municipality's powers of inspection nor any obligation or duty to discover or advise the Developer of any deficiencies in construction or workmanship during the course of the construction and installation of the Municipal Improvements;
- **(ii)** The Developer shall, during the course of the construction and installation of the Municipal Improvements, provide and maintain adequate inspection services, supervised by a Professional Engineer, at the Developer's own cost and expense; and
- **(iii)** Nothing set forth in the preceding paragraph shall in any way be construed so as to relieve the Developer of any responsibilities as set forth in this Agreement, and without restricting the generality of the foregoing, the Developer shall fulfill all responsibilities in respect to the design, construction, installation, and maintenance of the Municipal Improvements as required by the terms of this Agreement.

(e) The Developer covenants that all Municipal Improvements shall be constructed according to the approved Engineering Drawings, the City of Chestermere Engineering Design and Construction Standards, and/or Landscape Standards and Specifications, and where not specified to default to City of Calgary specifications. It shall be the Developer's responsibility to develop the Lands in accordance with standards that conform to good engineering and construction practices.

(f) The Developer may rent a water meter from the Municipality for construction activities including, but not limited to, pipe flushing, pressure testing, dust control, backfill moisture content, and pond filling, to be billed at the end of each construction season, or sooner, as required by the Municipal Representative.

4.2 Public Property

(a) The Municipality shall, acting reasonably and upon application by the Developer, grant to the Developer under written agreement or consent the right, permission and power to use, break-up, dig, trench, or excavate in the public streets, roads and boulevards, under the control of the Municipality, within or adjacent to the Lands, and otherwise do such Work therein and thereon as may be necessary, from time to time, construct, develop, erect, lay, operate, maintain, repair, extend, relay and/or remove any Municipal Improvements forming part of the Work of the Developer, as may be necessary for the purpose of this Agreement, PROVIDED that:

- **(i)** No less than fourteen (14) days prior to the date that the developer intends to enter upon any Public Property (except in the case of emergency repair work), the Developer shall provide to the Municipality a written detailed proposal, for approval by the Municipal Representative, for the Work to be done within any such property including:
  - **(a)** A specific Work schedule and proposed procedures to be followed;
  - **(b)** Detailed engineering drawings of all connections to existing municipal services;
  - **(c)** Provisions to be implemented for temporary access and services;
  - **(d)** Installation of temporary traffic control devices and/or personnel deployment to minimize traffic disruption; and
  - **(e)** Form and schedule of notification and public relation strategy to be utilized.
- **(ii)** The performance of such Work shall be inspected by the Municipality whose review comment and recommendations shall be addressed prior to Commencement of Construction;
- **(iii)** No such Work shall be commenced prior to the Developer obtaining the written consent of the Municipality to enter upon such Public Properties, and the Municipality shall not unreasonably delay or withhold such written consent;
- **(iv)** The Developer shall do as little damage as possible in the performance of such Work, and will cause as little obstruction to such Public Properties as possible;
- **(v)** Upon completion of such Work, the Developer shall be responsible for the restoration of the Public Properties to their condition prior to performance of the Work including, but not limited to, concrete work, asphalt paving, re-planting or replacement of trees, shrubs, and sod, to the satisfaction of the Municipal Representative;
- **(vi)** The restoration of Public Properties shall be part of the Municipal Improvements to be constructed and installed by the Developer and the Developer shall be required to obtain Construction Completion Certificates and Final Acceptance Certificates for the restoration work;
- **(vii)** The Developer shall indemnify and save harmless the Municipality from and against all losses, claims, suits or demands of any nature (including all legal costs and disbursements on a solicitor and client basis), which may arise by reason of the performance of Work by the Developer; and
- **(viii)** The Developer shall, at all times, during the construction and installation of the Municipal Improvements provide safe and acceptable access to residents and occupiers adjacent to the Lands.

4.3 Contracts

(a) Notwithstanding anything contained in this Section 4.3, the Developer shall be fully responsible to the Municipality for the performance by the Developer of all the Developer's obligations in this Agreement, and further, the Municipality shall not be obligated to commence or prosecute any claim, demand, action or remedy against any person with whom the Developer may contract for the performance of the Developer's obligations.

(b) Any contract entered into between the Developer and a Third Party in respect to the performance of all or any of the Developer's obligations as set out in this Agreement to install, construct or maintain the Municipal Improvements shall ensure:

(i) The Third Party shall indemnify and save harmless the Municipality and the Developer from and with respect to any damages, claims or demands (including all legal costs and disbursements on a solicitor and client basis), arising out of the performance of any Work undertaken by the Third Party or arising in any way from the acts or omissions including, but not limited to, negligence of the Third Party's contractors, agents or employees;

(ii) The Third Party shall comply with the provisions of the *Workers Compensation Act* and the *Occupational Health and Safety Act* for the Province of Alberta;

(iii) The Third Party will allow the Municipality access to the Work for the purpose of inspection;

(iv) The Work to be performed by the Third Party shall not be deemed to be duly and adequately completed under the contract, except upon the issuance of a Construction Completion Certificate for the same by the Municipality;

(v) The Third Party shall coordinate with the Municipality workforces and others to facilitate the installation of Municipal Improvements and shall protect such Municipal Improvements from damages;

(vi) The Third Party will carry adequate Public Liability insurance of an amount and coverage satisfactory to the Municipality to protect the Third Party and the Municipality from any claims, actions or demands arising from the pursuance or purported pursuance of the Work being performed by such Third Party. This insurance shall be primary insurance to any other policies of insurance covering the Municipality; and

(vii) The Third Party shall carry a Labor and Materials Payment Bond in the amount of fifty percent (50%) of the contract price.

4.4 Erosion and Sediment Control

(a) The Developer shall take effective measures and ensure best management practices for erosion and sediment control within the Lands throughout all phases of construction. In the event that that Municipal Representative deems that there is dust, dirt, mud tracking, or erosion issues the Municipality shall attempt to notify the Developer or the Developer's Consultant of the issued by telephone or e-mail. The Developer shall remedy the issue within seventy-two (72) hours of the notice. The seventy-two (72) hours' notice may be waived or shortened by the Municipality if:

(i) there is an emergency (as deemed by the Municipality);

(ii) The Municipality is unable to directly contact the Developer or the Developer's Consultant; and/or

(iii) The Developer or Developer's Consultant, by its conduct or words, gives the Municipality the reasonable inference that it will not perform the necessary Work within the required time frames.

(b) In the event that the Developer fails to remedy an erosion and sediment control issue, the Municipality may, in its sole discretion, complete the Work on behalf of the Developer and submit an invoice for Work done within thirty (30) days. In addition to payment of said invoice, the Municipality may impose damages for administrative time and expense upon the Developer according to the following offence list:

(i) First event of non-compliance – ONE THOUSAND DOLLARS ($1,000.00);

(ii) Second event of non-compliance – TWO THOUSAND and FIVE HUNDRED DOLLARS ($2,500.00); or

(iii) Third event of non-compliance – FIVE THOUSAND DOLLARS ($5,000.00).

(c) The Developer covenants and agrees that all invoices and damages for non-compliance of erosion and sediment control shall be paid prior to the release of a Construction Completion Certificate or Final Acceptance Certificate.

4.5 Garbage and Weeds

(a) The Developer shall take effective measures to reasonably control garbage and weeds in and around the Lands including, and without limiting the generality of the foregoing, any buildings and Landscaping so that garbage originating therein shall not cause annoyance or become a nuisance to property owners and others within or adjacent to the Lands. The Developer shall, at its own cost and expense, provide dumpsters or such other containers suitable for the collection and containment of the garbage within the Lands. In the event; however, that the Municipal Representative deems that there is garbage or weed issues, the Municipality shall attempt to notify the Developer or Developer's Consultant of the issue by verbal or written communication. The Developer shall rectify

the issue within seventy-two (72) hours of the notice by taking effective measures to control the garbage or construction debris issue. The seventy-two (72) hours' notice may be waived or shortened by the Municipality if:

(i) There is an emergency (as deemed by the Municipality);

(ii) The Municipality is unable to directly contact the Developer or the Developer's Consultant; and/or

(iii) The Developer or Developer's Consultant, by its conduct or words, gives the Municipality the reasonable inference that it will not perform the necessary Work within the required time frames.

(b) In the event that the Developer does not comply with an order to remedy a garbage or weed issue, the Municipality may, in its sole discretion, complete the Work on behalf of the Developer and submit an invoice for Work done within thirty (30) days. In addition to payment of said invoice, the Municipality may impose damages for administrative time and expense upon the Developer according to the following offence list:

(i) First event of non-compliance – ONE THOUSAND DOLLARS ($1,000.00);

(ii) Second event of non-compliance – TWO THOUSAND and FIVE HUNDRED DOLLARS ($2,500.00); or

(iii) Third event of non-compliance – FIVE THOUSAND DOLLARS ($5,000.00).

(c) The Developer covenants and agrees that all invoices and damages for non-compliance of garbage and weed control shall be paid prior to the release of a Construction Completion Certificate or Final Acceptance Certificate.

4.6 Winter Maintenance

(a) The Developer shall take effective measures to reasonably maintain the roads, pathways, and sidewalks adjacent to Public Property in the Lands of this Agreement. The winter maintenance of the roads, pathways, and sidewalks adjacent to Public Property includes the removal of snow and ice by routine upkeep including but not limited to plowing, sanding, salting, scraping, and any other means reasonably necessary to maintain acceptable and safe access within the Lands. In the event; however, that the Municipal Representative deems that there are access or safety issues, the Municipality shall attempt to notify the Developer or Developer's Consultant of the issue by verbal or written communication. The Developer shall rectify the issue within seventy-two (72) hours of the notice by taking effective measures to remediate the roads, pathways, and sidewalks adjacent to Public Property. The seventy-two (72) hours' notice may be waived or shortened by the Municipality if:

(i) There is an emergency (as deemed by the Municipality);

(ii) The Municipality is unable to directly contact the Developer or the Developer's Consultant; and/or

(iii) The Developer or Developer's Consultant, by its conduct or words, gives the Municipality the reasonable inference that it will not perform the necessary Work within the required time frames.

(b) In the event that the Developer does not comply with an order to remedy safe or adequate access of a road, pathway, or sidewalk adjacent to Public Property, the Municipality may, in its sole discretion, complete the Work on behalf of the Developer and submit an invoice for Work done within thirty (30) days. In addition to payment of said invoice, the Municipality may impose damages for administrative time and expense upon the Developer according to the following offence list:

(i) First event of non-compliance – ONE THOUSAND DOLLARS ($1,000.00);

(ii) Second event of non-compliance – TWO THOUSAND and FIVE HUNDRED DOLLARS ($2,500.00); or

(iii) Third event of non-compliance – FIVE THOUSAND DOLLARS ($5,000.00).

(c) The Developer covenants and agrees that all invoices and damages for non-compliance of road or pathway winter maintenance shall be paid prior to the release of a Construction Completion Certificate or Final Acceptance Certificate.

4.7 Shallow Utilities

(a) The Developer shall, at no cost to the Municipality, arrange for and ensure the installation, to the satisfaction of the utility provider, of electric power and natural gas to the Lands and within the

right-of-way adjoining the lots to be created in a Subdivision Area. The Developer shall indemnify and save harmless the Municipality from and against all losses, costs, claims, suits or demands of any nature (including all legal costs and disbursements on a solicitor and client basis), which may arise by reason of the performance or non-performance of installation of such services.

(b) The Municipality shall receive any streetlight rebates, applicable for the Lands.

(c) The said electric power and natural gas within a Subdivision Area shall be installed within the roadways, utility lots, or easement areas in accordance with the Plan, adjacent to the lots that are intended to be served by such services and shall be installed in a manner and in locations which will permit lot owners within the Subdivision Area to hook up to such services upon paying the normal connection fees charged by the utility company or franchise holder.

(d) The Developer shall be responsible for making arrangements for the provision of telephone and cable services to lots within the Lands, upon any such lot being occupied, and the Developer shall be solely responsible for all costs and expenses relating to the installation of such telephone and cable services, excepting the normal connection fees charged to the customer.

(e) The Developer shall be responsible for providing the Municipality with the approved shallow utility plans from each respective utility company.

4.8 Fencing

(a) The Developer, shall at its own cost and expense, as part of the development of the Lands construct fences of the type hereinafter referred to where required by the Municipality, including Public Utility Lots and walkways. The Plans shall include a description of the location of fences, and the design and construction.

(b) All fences are to be constructed by the Developer pursuant to the requirements included in the Municipality's Landscape Standards and Specifications.

(c) Any uniform fencing located upon Public Properties, which does not abut other properties, shall be maintained by the Developer during the Warranty Period.

(d) Any uniform fencing which is intended to separate Public Properties from other lands shall be constructed upon the other Lands at a minimum of one hundred and fifty millimeters (150mm) into the other lands.

(e) Any uniform fencing which is not located upon Public Properties shall be maintained by the Developer until the expiration of the Warranty Period, and thereafter shall be maintained by the owners of the properties, and further; in order to ensure the maintenance obligations of such owners, the Developer shall, prior to selling or transferring any such properties, register against said properties a restrictive covenant in a form acceptable to the Municipality, which shall impose such maintenance obligations upon the future owners of such properties.

4.9 Landscaping

(a) The Developer, shall at its own cost and expense, construct and install all Landscaping in accordance with the approved Landscaping Plans in compliance with the Landscape Standards and Specifications.

(b) The Developer may be required to enter into an Optional Amenity Agreement with the Municipality for certain Landscaping features. This agreement shall be determined by the Municipal Parks Representative, acting reasonably, and may require the following items including but not limited to;

- **(i)** A plan detailing the amenity,
- **(ii)** Three cost estimates for removal and remediation of the amenity,
- **(iii)** A cash payment due prior to Landscaping FAC

(c) The Developer shall provide seventy-two (72) hours' written notice to the Municipal Parks Representative prior to commencement of Landscaping construction and installation activities. The Municipal Parks Representative may require a construction start-up meeting prior to Commencement of Construction.

(d) The Developer may rent a water meter from the Municipality for the purpose of landscape maintenance, to be billed at the end of each construction season, until the landscape FAC has been issued.

5. CONSTRUCTION COMPLETION CERTIFICATE ("CCC")

5.1 Completion

(a) Successful completion of the Municipal Improvements shall require the following including, but not limited to:

- **(i)** Complete construction as per the approved Engineering Plans and/or Landscaping Plans;
- **(ii)** Approved inspection reports;
- **(iii)** All testing results reviewed by the Municipality, when applicable;
- **(iv)** Any required as-built drawings and operation manuals;
- **(v)** Confirmation of Off-Site Levy payments, any unpaid fines or penalties and applicable interest;
- **(vi)** All easements, utility rights-of-way, and restrictive covenants have been registered at the Land Titles Office in a form acceptable to the Municipality;
- **(vii)** All private and Public Properties, which have been disturbed or damaged have been fully restored by the Developer;
- **(viii)** A CCC document signed by the Developer's Consultant and signed by the Municipal Representative complete with a CCC submission checklist (see Schedule "D"); and
- **(ix)** Resolution of any outstanding issues as required by the Municipality and any additional information required by the Municipal Representative.

Exact requirements for each Municipal Improvement CCC are listed in the Engineering Design and Construction Standards, and the Landscape Standards and Specifications.

5.2 CCC Inspection

(a) Upon construction completion of the Municipal Improvements and prior to requesting a CCC Inspection from the Municipality, the Developer shall perform a pre-inspection and prepare a pre-inspection report to ensure that the site is ready for inspection, and the Municipal Improvement is constructed in accordance with this Agreement.

(b) The Parties agree that the purpose of this CCC Inspection is to ensure that the Municipal Improvements has been constructed in accordance with the approved Engineering and/or Landscaping Plans, and is operational, functional, and safe. The Developer's Consultant shall contact the Municipality, in writing, to request a CCC Inspection. The written request must state that the pre-inspection has been completed and the site is ready for inspection. Within sixty (60) days of receipt of such claim of completion, the Municipality shall arrange for and undertake an inspection of the constructed Municipal Improvements with the Developer's Consultant.

(c) Notwithstanding the preceding Section, the Municipality may give notice to the Developer of the Municipality's inability to conduct an inspection within the said sixty (60) days due to adverse site or weather conditions as determined by the Municipality, in its sole discretion, and in such an event the time limit for said inspection shall be extended as necessary so as to account for such adverse site or weather conditions.

(d) The Municipality may, in its sole discretion, accept that some deficiencies are minor and; therefore, do not need to be repaired until prior to Final Acceptance Certificate inspection. Within thirty (30) days after receipt of a written request for a re-inspection, the Municipality shall perform a re-inspection, weather and ground condition permitting, and shall provide a revised CCC deficiency list to the Developer's Consultant within two (2) weeks after the re-inspection, unless otherwise mutually agreed upon in writing.

(e) The Municipality may complete a certain number of free inspections as outlined in City of Chestermere Policy 643. Should additional inspections be required, the cost of the inspection will be charged to the Developer.

5.3 CCC Backdating

(a) The Municipality may, in its sole discretion, backdate a CCC. The Municipality will review each CCC independently. Any backdating of a CCC will not serve as precedent for any future Municipal Improvements or CCC.

6. WARRANTY PERIOD

6.1 Maintenance of Municipal Improvements

(a) The Warranty Period, in respect to any of the Municipal Improvements, shall commence with the Municipality's written Construction Completion Certificate for any such Municipal Improvements during the Warranty Period which, without limiting the generality of the foregoing, shall include all maintenance.

(b) During the Warranty Period, the Developer shall be fully responsible for all costs, performance, and completion of all normal maintenance requirements of the Municipality in respect to any of the Municipal Improvements including, but not limited to, cleaning, flushing, watering, pumping, weeding, mowing, sanding, snow clearing, site clean-up, sweeping, and/or painting.

(c) The duration of a Warranty Period shall be identified in the Engineering Design and Construction Standards or the Landscape Standards and Specifications.

(d) The Developer shall be responsible for failure of or damage to the underground Municipal Improvements resulting from defective materials or improper installation of workmanship; settlement of trenches, excavations, ditches, service trenches, all backfill, grading, gravelling, repairs or replacement of road and lane surfaces, sidewalks, curbs, gutters, catch basins and leads; road surfaces constructed by the Developer or its Contractor, adjustment and repairs to water mains, main valves, water hydrants, hydrant valves, service lines, valves and valve operating mechanisms; repairs, replacements and adjustments to sewer mains, sewer services, manholes, manhole frames and covers.

(e) In the event of any emergency arising during the Warranty Period, the Municipality, being the sole judge of what constitutes an emergency, shall have the right to undertake any repair or remedial Work to the Municipal Improvements, as deemed necessary or appropriate. All costs and expenses incurred by the Municipality in that regard, shall be paid by the Developer upon demand.

(f) Prior to the issuance of a Final Acceptance Certificate for any Landscaping Work, the Municipality shall be entitled to require the Developer to replace any trees, shrubs or grass, which may have died or failed to achieve proper growth, as determined by the Municipality, in its sole discretion; and further, the Municipality shall be entitled to require the replacement or repair of any other Landscaping works such as berming, rip rap, irrigation, or fencing which is not in accordance with the Landscaping Plans, as a result of any cause other than neglect by the Municipality, its employees, agents or contractors in the use and operation thereof. The warranty period will be extended for an additional twelve (12) months (at time of FAC inspection), when the following conditions apply:

- **(i)** For sites with more than forty (40) trees, where 10% (ten percent) or more of the tree rootballs have been, or are required to be replaced within the current year,
- **(ii)** For sites with forty (40) trees or less, where 25% (twenty-five percent) or more of the rootballs have been, or are required to be disturbed (lift, lower, straighten, etc.) or where 25% (twenty-five percent) or more are required to be replaced within the current year,
- **(iii)** For sites with 25 (twenty-five) shrubs or less, where 50% (fifty percent) or more of the total shrubs have not established,
- **(iv)** For sites where 25% (twenty-five percent) or more of the turf has not established.

7. FINAL ACCEPTANCE CERTIFICATE (FAC)

7.1 Transfer of Municipal Improvements

(a) Not less than three (3) months prior to the Warranty Period expiry date of any Municipal Improvements, the Developer's Consultant may submit a written request for inspection with the Municipality. Within sixty (60) days of receipt of such request, the Municipality shall arrange for and undertake an inspection of the Municipal Improvements with the Developer's Consultant. The Municipal Representative and the Developer's Consultant shall prepare a list of deficiencies and forward it to the Developer. Following the correction of all deficiencies, the Municipality may require a re-inspection of the Municipal Improvements.

(b) The issuance of a FAC for specific Municipal Improvements may require the following including, but not limited to:

- **(i)** Approved FAC inspection report free from all deficiencies;
- **(ii)** All testing results approved by the Municipality;
- **(iii)** Any required as-built drawings and operation manuals;

(iv) Confirmation of Off-Site Levy payments;

(v) An FAC document signed by the Developer's Consultant and Municipal Representative complete with a FAC Submission Checklist (See Schedule "D"); and

(vi) Resolution of any outstanding issues as required by the Municipality, when applicable, and any additional information required by the Municipal Representative.

(c) Exact Requirements for each FAC are listed in the Engineering Design and Construction Standards and the Landscape Standards and Specifications.

(d) Following the issuance of a FAC for the Municipal Improvements, the Municipality, as the case may be, shall assume normal operation and maintenance of the Municipal Improvements.

(e) Notwithstanding the issuance of a FAC for the Municipal Improvements, the Developer shall be responsible for a period of five (5) years following the issuance of a FAC for the Municipal Improvements to repair or replace, at its sole cost and expense, any of the Municipal Improvements where there were any hidden or latent defects (which were reasonably not detected by inspections or tests undertaken), which are casually connected to the performance or non-performance of the Developer's obligations in this Agreement, and were not discovered prior to the issuance of the FAC. In the event of a dispute regarding the causation of any hidden or latent defect in any Municipal infrastructure, and in addition to the Dispute Resolution Procedure, the Parties may mutually agree to resolve any dispute under this provision by mutually hiring an independent Engineer or Landscape Architect to determine said causation of hidden or latent defects in any Municipal Improvements.

8. POSTPONEMENTS AND SUBORDINATION

8.1 Postponement

(a) The Developer shall, at its own expense, obtain and register such documentation from mortgagees or encumbrances as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving the mortgagee or encumbrance their interest in the Lands.

9. GENERAL

9.1 General

(a) This Agreement is the entire agreement between the Developer and the Municipality and there are no covenants, promises, agreements, conditions or understandings either oral or written between them with respect to the same subject matter.

(b) Except as provided in this Agreement, no alteration, amendment, change or addition to this Agreement shall be binding on the Parties unless in writing and executed by the Parties.

(c) The parties shall not call into question or challenge, directly or indirectly, in any proceeding in court or before any administrative tribunal, a party's right to enter into and enforce this Agreement. The parties agree that adequate consideration has flowed from each party to the other. This provision may be pleaded by either party in any proceeding as an estoppel.

(d) Notwithstanding any other provision of this Agreement, the Parties agree that none of the provisions of this Agreement are intend to operate nor shall have the effect of operating, in any way whatsoever, to fetter the Municipality's Council in the exercise of its discretionary powers, duties or authorities.

(e) Whenever the singular, gender-neutral, or masculine is used in this Agreement, it will be construed as meaning the plural, feminine, or body Corporate, where the context so required.

(f) If one or more Sections of this Agreement are declared invalid or unenforceable by a Court, the Section(s) will be severable from the remainder of this Agreement, and the other provisions will remain in full force and effect.

(g) References in this Agreement to any statute or any provision of a statute include the statute or provision as amended, revised, re-enacted, and consolidated from time to time and any successor statute.

(h) The Developer hereby acknowledges that it is hereby executing this Agreement having been giving the full opportunity to review the same and seek competent, independent legal advice, and that the Developer is executing this Agreement freely, voluntarily, and of its own accord, without any duress

or coercion whatsoever and that the Developer is fully aware of the terms, conditions, and covenants contained herein and the legal effects thereof.

IN WITNESS WHEREOF the Parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the ____ day of _____, 20_____.

MUNICIPALITY:

CITY OF CHESTERMERE

Per:

DEVELOPER:

_____

Per:

SCHEDULE "A" - LEGAL DESCRIPTION OF LANDS

[Insert Legal Description]

SCHEDULE "B" - SUBDIVISION AREA

[Insert diagram/site plan]

SCHEDULE "C" - MUNICIPAL IMPROVEMENTS

1. Municipal Improvements

Municipal Improvements shall include, but are not limited to, the completion of the following:

1.1 All sanitary sewer systems including: lift stations, service lines, manholes, mains and appurtenances;

1.2 All drainage systems including: storm sewers, storm sewer connections, provisions for weeping tile flow where a high-water table or other subsurface conditions cause continuous flow in the weeping tile, storm retention ponds, catch basins, catch basin leads, manholes and associated works, all as and where required by the Municipality;

1.3 All water mains, pumps, pump stations and lines, including: all fittings, valves, and hydrants and looping as required by the Municipality in order to safeguard and ensure the continuous and safe supply of water in the Subdivision Area;

1.4 All concrete curb and gutter, subgrade, base gravel, sidewalks and subgrade, base and asphaltic pavement, and all surface asphalt;

1.5 All lighting systems for streets, walkways, parking areas, and Public properties as and where required by the Municipality;

1.6 Such electrical or fiber optic conduit as may be required by the Municipality for the installation of traffic control signals and traffic control devices;

1.7 All traffic signs, street signs, development identification signs, zoning signs, and directional signs, berming and noise attenuation devices all as and where required by the Municipality;

1.8 All walkway systems and Landscaping on both private property and Public Property which are to be constructed and installed to the satisfaction of the Municipality, and in accordance with the Landscaping Plans to be submitted for the Municipality's review and acceptance;

1.9 Such construction or developments of streets and lanes as may be required by the Municipality including, but not limited to, a second or temporary access for vehicular traffic from the Subdivision Area;

1.10 The restoration of all Public Properties to the Municipality's satisfaction which are disturbed or damaged in the course of the Developer's Work;

1.11 The relocation, to the Municipality's satisfaction, of all existing utilities and Municipal Improvements as required by the Municipality as a result of the installation and construction of other utilities and Municipal Improvements pursuant to this Agreement;

1.12 The establishment or re-establishment of any survey monuments or iron posts (including pins on individual lots) throughout and adjacent to the Subdivision Area;

1.13 Public information signs of a size and location, to be approved by the Municipality, and to contain such public information regarding the completion of services and construction of other facilities, as may be required by the Municipality, in order to provide proper and complete up to date information to proposed purchasers and residents within the Subdivision Area;

1.14 Such uniform fencing (noise accentuation or screen), either permanent or temporary during construction, of a standard design satisfactory to the Municipality all of which is to be constructed and located to the Municipality's satisfaction;

1.15 All utilities including: electricity, natural gas, fiber optics, cable television and telephone. Such utilities are to be provided in a location and a standard to be approved by the appropriate utility company and the Municipality.

2. Essential Services

For the purposes of this Agreement and the Developer's proposed development upon the Subdivision Area, the Essential Services shall consist of the Municipal Improvements described within the above-noted Sections **1.1 - 1.6**, and **1.15**.

SCHEDULE "D" - CCC & FAC CHECKLISTS & TEMPLATES

CHESTERMERE

CCC Submission Checklist

Subdivision and Phase: _____

Developer:_____

Consulting Engineer:_____

Sanitary Sewers:

- ☐ 3 CCC copies with reduced coversheets showing boundary
- ☐ Geotechnical results (sieve, compaction, cylinder)
- ☐ CCTV reports
- ☐ Unit Cost worksheet
- ☐ Hydrostatic test results (forcemain only)
- ☐ Offsite Levy payment confirmation

Storm Sewers:

- ☐ 3 CCC copies with reduced coversheets showing boundary
- ☐ Geotechnical results (sieve, compaction, cylinder)
- ☐ CCTV reports
- ☐ Unit Cost worksheet
- ☐ Hydrostatic test results (forcemain only)
- ☐ Offsite Levy payment confirmation

Water:

- ☐ 3 CCC copies with reduced coversheets showing boundary
- ☐ Geotechnical results (sieve, compaction)
- ☐ Hydrostatic test results
- ☐ Hydrant flow test results
- ☐ Lab test results
- ☐ Letter to Fire Chief
- ☐ Unit Cost worksheet
- ☐ Offsite Levy payment confirmation

Service Connections:

- ☐ 3 CCC copies with reduced coversheets showing boundary
- ☐ Geotechnical results (sieve, compaction)
- ☐ Curb box as-built data (N,E,Z)
- ☐ Unit Cost worksheet
- ☐ Service connection record sheets

Overland Drainage:

- ☐ 3 CCC copies with reduced coversheets showing boundary
- ☐ Geotechnical results (compaction, cylinder)
- ☐ Unit Cost worksheet

Sound Attenuation Fences:

- ☐ 3 CCC copies with reduced coversheets showing boundary
- ☐ Unit Cost worksheet

Concrete Curbs, Gutters and Sidewalks:

- ☐ 3 CCC copies with reduced coversheets showing boundary
- ☐ Geotechnical results (compaction, cylinder, air voids)
- ☐ Unit Cost worksheet
- ☐ Offsite Levy payment confirmation

Paved Roads:

- ☐ 3 CCC copies with reduced coversheets showing boundary
- ☐ Geotechnical results (compaction, cores, Marshall)
- ☐ Unit Cost worksheet
- ☐ Proof Roll reduced plan markup
- ☐ Offsite Levy payment confirmation

Stormwater Retention facilities:

- ☐ 3 CCC copies with reduced coversheets showing boundary
- ☐ As-built pond drawing with volume calcs
- ☐ Geotechnical liner report
- ☐ Offsite Levy payment confirmation

Paved lanes:

- ☐ 3 CCC copies with reduced coversheets showing boundary
- ☐ Geotechnical results (compaction, cores, Marshall)
- ☐ Unit Cost worksheet
- ☐ Proof Roll reduced plan markup
- ☐ Shallow utility plans

Comments: _____

CHESTERMERE

CONSTRUCTION COMPLETION CERTIFICATE

Subdivision:		**Phase:**	
Developer:		**Date:**	
Contractor:		**Improvement:**	
Consulting Engineer:		**Boundary of Area:**	See Attached Map

CONSULTING ENGINEER'S CERTIFICATE

I, _____, Professional Engineer of the firm of _____ , Consulting Engineers, who are engaged by the Developer to design and inspect the construction and installation of roadways, utilities and other improvements, do hereby certify that the utilities and improvements within the area shown on the attached plan have been constructed, installed and inspected in conformance with the Municipality's specifications and approved designs, or as otherwise required by the Municipality, and that all defects and deficiencies in work and materials have been reported to the Developer and the Municipality and have been remedied by the Developer, and that the roadway, utility or other improvement noted herein meets all the requirements for acceptance. 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 as specified in the current *Consulting Engineer's Field Services Guidelines,* as issued by the Urban Development Institute/City of Calgary.

_____
Consulting Engineer's Inspector

Consulting Engineer's Stamp,
Signature, & Permit to Practice

Acknowledgement of Receipt of Consulting Engineer's Certificate:

_____ _____
Municipal Engineer Date

_____ _____
City of Chestermere Date

Rejection of Consulting Engineer's Certificate:

_____ _____
Municipal Engineer Date

_____
Cause for rejection

I hereby certify that the items listed as reason for rejection have now been corrected.

_____ _____
Consulting Engineer Date

Acknowledgement of Receipt of Consulting Engineer's Certificate:

_____ _____
City of Chestermere Date

Projected earliest maintenance expiry date:	

CHESTERMERE

CITY OF CHESTERMERE CONSTRUCTION COMPLETION CERTIFICATE FIELD INSPECTION REPORT

Subdivision, Phase, Description:		
Legal Land Description:		**Representative and Contact Information**
Developer:		
Consultant:		
Contractor:		
City Inspector:		

Inspection and Task	**Approved Date**	**Comments**
#1. Subgrade & Start-up		
Approved Plans and Letter		
Survey grades & PL staked		
Landscape EC.		
Subgrade preparation		
Amenity and hardscape layout		
#2. Irrigation		
Open Trench and layout		
Backfill material		
Cabinet and controller		
Power source complete and charged		
Water source complete		
#3. Finish Grade		
Overland drainage		
Fine grading		
Grade stakes		
Tree pits		
#4. Plantings		
Planted at grade		
Root ball & caliper & pot size to spec		
Baskets & burlap removed / rolled back		
Free of damage, disease & pests		
Aquatics and perennials installed		
Mulch Installed		
#5. Final Inspection		
Seeding and sodding		
Signs Installed - site specific		
Amenity installation and condition		
Fence/hardscape installation & condition		

Required Reports		
Approved landscape plans (presented on site)		
Topsoil tests		
Compaction tests		
Engineer certifications		
Irrigation as built plans and reports		Meter sheet, plumbing permit, Irrigation Information Sheet
Any changes to plans - as built or maps		
Requested as built grades		
CSA compliance letter		
Additional Comments:		
Final Inspection Approval		
CCC Final Inspection Approval Date:		**Eligible FAC Date:**
Maintenance Term:		**Maintenance Class:**

Required Signatures		**Date Signed:**
Developer:		
Consultant:		
Contractor:		
City Inspector:		

105 Marina Rd, Chestermere, Alberta T1X 1V7
P: (403) 207-7050 F: (403) 569-0512
www.chestermere.ca

*** White - Consultant Yellow - Contractor Pink - City

CHESTERMERE

LANDSCAPING CONSTRUCTION COMPLETION CERTIFICATE

Construction Completion Certificate Application

Subdivision	Phase:
Developer:	Date:
Contractor:	Improvement:
Consulting Landscape Architect:	Boundary of Area: See Attached Map

Consulting Landscaper's Certificate

I, _____, Professional Landscape Architect of the firm of _____, Consulting Landscape Architect's, who are engaged by the Developer to design and inspect the construction and installation of parks, pathway, and other improvements, do hereby certify that the utilities and improvements within the area shown on the attached plan have been constructed, installed and inspected in conformance with the Municipality's specifications and approved designs, or as otherwise required by the Municipality, and that all defects and deficiencies in work and materials have been reported to the Developer and the Municipality and have been remedied by the Developer, and that the park, pathway or other improvement noted herein meets all the requirements for acceptance. I confirm that I have been empowered by the Developer to honour, comply with and perform all of the Consulting Landscape Architect's obligations and to provide all of the services as specified in the current Landscape Standards and Specifications, as issued by the City of Chestermere.

_____ , LAT, AALA

Consulting Landscape Architect

Stamp / Seal
& Signature

Acknowledgement of Receipt of Consulting Landscaper's Certificate:

_____ _____

City of Chestermere Parks Inspector Date:

_____ _____

City of Chestermere Parks Manager Date:

Rejection of Consulting Landscaper's Certificate:

_____ _____

City of Chestermere Parks Inspector Date

Cause for rejection

I hereby certify that the items listed as reason for rejection have now been corrected.

_____ _____

Consulting Landscape Architect Date

Acknowledgment of Receipt of Consulting Landscaper's Consultant.

_____

City of Chestermere Date

Projected earliest maintenance expiry date:

CHESTERMERE

FAC Submission Checklist

Subdivision and Phase: _____

Developer: _____

Consulting Engineer: _____

Sanitary Sewers:

- ☐ 3 FAC copies with reduced coversheets showing boundary
- ☐ CCTV and Mandrel reports
- ☐ As-built dwgs (CAD, PDF, full size hardcopies)
- ☐ Oversize calculations (if applicable)
- ☐ Offsite Levy payment confirmation

Storm Sewers:

- ☐ 3 FAC copies with reduced coversheets showing boundary
- ☐ CCTV and Mandrel reports
- ☐ As-built dwgs (CAD, PDF, full size hardcopies)
- ☐ Oversize calculations (if applicable)
- ☐ Offsite Levy payment confirmation

Water:

- ☐ 3 FAC copies with reduced coversheets showing boundary
- ☐ As-built dwgs (CAD, PDF, full size hardcopies)
- ☐ Oversize calculations (if applicable)
- ☐ Offsite Levy payment confirmation

Service Connections:

- ☐ 3 FAC copies with reduced coversheets showing boundary

Overland Drainage:

- ☐ 3 FAC copies with reduced coversheets showing boundary
- ☐ As-built dwgs (CAD, PDF, full size hardcopies)

Sound Attenuation Fences:

- ☐ 3 FAC copies with reduced coversheets showing boundary

Concrete Curbs, Gutters and Sidewalks:

- ☐ 3 FAC copies with reduced coversheets showing boundary
- ☐ Geotechnical results (compaction, cylinder, air voids)
- ☐ Unit Cost worksheet
- ☐ Weekly ESC reports
- ☐ As-built dwgs (CAD, PDF, full size hardcopies)
- ☐ Offsite Levy payment confirmation

Paved Roads:

- ☐ 3 FAC copies with reduced coversheets showing boundary
- ☐ Geotechnical results (compaction, cores, Marshall)
- ☐ Unit Cost worksheet
- ☐ Weekly ESC reports
- ☐ As-built dwgs (CAD, PDF, full size hardcopies)
- ☐ Offsite Levy payment confirmation

Stormwater Retention facilities:

- ☐ 3 FAC copies with reduced coversheets showing boundary
- ☐ As-built dwgs (CAD, PDF, full size hardcopies)
- ☐ Offsite Levy payment confirmation
- ☐ Oversize calculations (if applicable)

Paved lanes:

- ☐ 3 FAC copies with reduced coversheets showing boundary
- ☐ Geotechnical results for repair work (if applicable)
- ☐ As-built dwgs (CAD, PDF, full size hardcopies)

Comments: _____

CHESTERMERE

FINAL ACCEPTANCE CERTIFICATE

Subdivision:		**Phase:**	
Developer:		**Date:**	
Contractor:		**Improvement:**	
Consulting Engineer:		**Boundary of Area:**	See Attached Map

CONSULTING ENGINEER'S CERTIFICATE

I, _____, Professional Engineer of the firm of _____ , Consulting Engineers, who are engaged by the Developer to design and inspect the construction and installation of roadways, utilities and other improvements, do hereby certify that as of the expiry date listed below, the said improvements meet all the requirements for acceptance as sepcified in the Development Agreement and *Engineering Design and Construction Standards* and hereby recommend the infrastructure for final acceptance by the Town of Chestermere. All defects and deficiencies in work and materials have been reported to the Developer and the Municipality and have been remedied by the Developer, and the said improvements meet all the requirements for final acceptance. 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 as specified in the current *Consulting Engineer's Field Services Guidelines,* as issued by the Urban Development Institute/City of Calgary.

_____

Consulting Engineer's Inspector

Consulting Engineer's Stamp,
Signature, and Permit to Practice

Acknowledgement of Receipt of Consulting Engineer's Certificate:

_____ _____

Municipal Engineer Date

_____ _____

City of Chestermere Date

Rejection of Consulting Engineer's Certificate:

_____ _____

Municipal Engineer Date

_____

Cause for rejection

I hereby certify that the items listed as reason for rejection have now been corrected.

_____ _____

Consulting Engineer Date

Acknowledgement of Receipt of Consulting Engineer's Certificate:

_____ _____

City of Chestermere Date

Maintenance expiry date:

CHESTERMERE

CITY OF CHESTERMERE FINAL ACCEPTANCE CERTIFICATE FIELD INSPECTION REPORT

Subdivision, Pha e, Description:			
Legal Land Discri ption:			Representative and Contact Information:
Developer:			
Consultant:			
Contractor:			
City Inspector:			
Conditions:	**Deficiency Y/N**	**Rectified Y/N**	**Deficiency Details:**
Turf Condition			
Drainage issues, ponding or settlement			
Bare areas			
Free of damage, disease & parasites			
Garbage			
Biocide report			
Plant Material			
Plant material replacements			
Gator bags on replacement trees			
Map of replacement plants for health care program			
Free of damage, disease & parasites			
Pruning required			
Bed & well condition			
Bark base protection wire installed			
Stakes & guy wires removed			
Mulch			
Beds and wells weed free			
Beds and wells edged			
Biocide report			
Irrigation			
Operational from controller & central			
Head coverage			
Water meter information sheet and final tally			
Site ID - power transfer sheet received			
Irrigation information sheet received			
Annual DCV reports received			
Maintenance manuals received			
Amenities			
Benches & garbage receptacles			

Shelters & structures			
Parks information sign condition add / removal			
Fencing and barriers			
Paths and Hard Surfaces			
Damage			
Settlement, cracks, heaving			
Pavers - joint sand / Class surface			
new compaction reports (only for extensive repairs)			
Equipment			
Play surface			
Equipment condition			
Borders and drainage			
HIC test - upon request			
Storm Pond			
Aquatics establishment			
PUL landscaping			
Continued Maintenance			
Pageantry or other reason - attach agreement			

Approval

FAC Inspection S art Date:	**Latest Approval Date:**
Term Length:	**Approval Date:**
Required Signature es	**Date Signed:**
Developer:	
Consultant:	
Contractor:	
City Inspector:	

Inspection Fail Justification:

Earliest Reapplication Date:

CHESTERMERE

LANDSCAPING FINAL ACCEPTANCE CERTIFICATE

Final Acceptance Certificate Application

Subdivision	Phase:
Developer:	Date:
Contractor:	Improvement:
Consulting Landscape Architect:	Boundary of Area: See Attached Map

Consulting Landscaper's Certificate

I, _____, Professional Landscape Architect of the firm of _____, Consulting Landscape Architect's, who are engaged by the Developer to design and inspect the construction and installation of parks, pathway, and other improvements, do hereby certify that the utilities and improvements within the area shown on the attached plan have been constructed, installed and inspected in conformance with the Municipality's specifications and approved designs, or as otherwise required by the Municipality, and that all defects and deficiencies in work and materials have been reported to the Developer and the Municipality and have been remedied by the Developer, and that the park, pathway or other improvement noted herein meets all the requirements for acceptance. I confirm that I have been empowered by the Developer to honour, comply with and perform all of the Consulting Landscape Architect's obligations and to provide all of the services as specified in the current Landscape Standards and Specifications, as issued by the City of Chestermere.

_____ ,LAT, AALA
Consulting Landscaper's Inspector

Stamp / Seal
& Signature

Acknowledgement of Receipt of Consulting Landscaper's Certificate:

_____ _____
City of Chestermere Parks Inspector Date:

_____ _____
City of Chestermere Parks Manager Date:

Rejection of Consulting Landscaper's Certificate:

_____ _____
City of Chestermere Parks Inspector Date

Cause for rejection

I hereby certify that the items listed as reason for rejection have now been corrected.

_____ _____
Consulting Landscaper Architect Date

Acknowledgement of Receipt of Consulting Landscaper's Certificate:

_____ _____
City of Chestermere Parks Inspector Date

Maintenance expiry date:

SCHEDULE "E" - OFF-SITE LEVIES AND FEES

1.0 Off-Site Levies Calculation

***Sanitary**	Developable Area (Ha)		X	Off-Site Levy Rate ($)		=	$
***Storm**	Developable Area (Ha)		X	Off-Site Levy Rate ($)		=	$
***Water**	Developable Area (Ha)		X	Off-Site Levy Rate ($)		=	$
***Transportation**	Developable Area (Ha)		X	Off-Site Levy Rate ($)		=	$
***Recreation**	Developable Area (Ha)		X	Off-Site Levy Rate ($)		=	$
					TOTAL	=	**$**

*****If Off-Site Levies are to be paid as installments, insert payment table in to "Schedule G".

2.0 Fees

Fees shall be applied at the current rates as shown in Policy 643.

Subdivision Requests

Subdivision (Tentative) Plan Application *	$1500 for 2 lot subdivision $1500 + $175/lot for 3 or more lots
Bare land Condo:	
Land Re-division	$1,000 for <10 units
	$1,000 + $125/unit for >10units
Building Re-division	$40/unit
Linen Endorsements and Discharge of Caveats*	$125/lot
Road Closure	$1,500
Stripping and Grading	$750 flat rate
Subdivision time extension request	$350

* Except for MR & ER lots

Subdivision Other Fees* **

Administration Fees (City-led Studies & Staffing)	$5,000 per acre
Public Facilities	
Commercial/Industrial lands	$15,000 per acre
Residential lands***	$4,000 per residential unit
Mixed-Use (Commercial & Residential)	$15,000 per acre plus $4,000 per residential unit

Others (e.g.roads, excluding MR/ER/PUL)	$15,000 per acre

** The fee shall be paid 50% prior to subdivision registration and 50% at the time of one year after subdivision.*

*** if the land is rezoned after subdivision, the developer shall pay for the increased amount from the recalculation. However, the original fee will remain if the recalculation results in a reduction of the fees.*

**** The Public Facility fee for multi-family lot shall be calculated and paid at the approval of Comprehensive Development Permit.*

Additional Inspection Fees

Type of Inspection	# of free Inspections (First and Second)	Additional Inspection
CCC/FAC – Undergrounds	2	$125/hr.
CCC/FAC –Overland Drainage	2	$125/hr.
CCC/FAC – Paved Road, Sidewalks, Curb & Gutter, Sound Fence	2	$125/hr.
CCC/FAC – Landscape, Parks, Playgrounds	2	$125/hr.
Stripping & Grading	2	$125/hr.
Performance/landscaping Deposit Inspection	2	$125hr
Erosion and Sediment Control Measure Inspection	2	$125/hr.

Note: City staff reserves the right to refuse inspection due to unsatisfactory site conditions. At the discretion of the inspector, additional inspection charges/fees may apply.

Fee Calculation

Fee Type and Description	Rate	Area	Sub-Total
Administration Fee	$5000/Ac		

Total $_____

SCHEDULE "F" - SECURITY

1. For purposes of calculating the security required to be deposited by the Developer pursuant to Section 2.12, and subject to the provisions below, the cost estimates for the construction and installation of the Municipal Improvements are as follows:

a)	**Underground Improvements**		
	i.	Water Distribution System	$
	ii.	Storm Water Retention Facilities	$
	iii.	Sanitary Sewer System	$
	iv.	Storm Sewer System	$
	v.	Lot Services	$
	vi.	Engineering and Contingency (15%)	$
		Underground Improvements Subtotal	$
b)	**Surface Improvements**		
	i.	Earthworks and Berming	$
	ii.	Sidewalk, Curb and Gutter	$
	iii.	Granular Base	$
	iv.	Asphalt & Pathways	$
	v.	Sound Fencing	$
	vi.	Signage	$
	vii.	Engineering and Contingency (15%)	$
		Surface Improvements Subtotal	$
c)	**Landscaping**		
	i.	Trees and Shrubs	$
	ii.	Grade, Loam and Sod	$
	iii.	Storm Water Irrigation	$
	iv.	Plazas, Playgrounds, Fountains, Features	$
		Landscaping Subtotal	$
		Subtotal	$
		Security	% XX
		Construction Security Subtotal	$
d)	**Off-Site Levies (XXX Ha)**		
	i.	Sanitary	$
	ii.	Storm	$
	iii.	Water	$
	iv.	Transportation	$
	v.	Recreation	$
		Off-Site Levy's Subtotal	$
		Total Value of Security Required	**$**

2. The Parties hereby represent, warrant, covenant and agree that all of the costs for the construction and installation of the Municipal Improvements for the Subdivision Area, as set out above, are estimates, and as such, shall in no way limit or restrict the Developer's responsibility under this Agreement, nor in any way whatsoever establish or otherwise suggest a maximum amount of the Developer's obligations under this Agreement.

3. Where estimates are not available as of the date of this Agreement, the Developer shall provide such estimates as can reasonably be extrapolated, and the amount of the security shall be established by the Municipality at that time.

4. In the event that any of the actual or tendered costs for the construction and installation of the Municipal Improvements for the Subdivision Area are higher or lower than as estimated above, the security to be provided by the Developer shall be adjusted in accordance with Section 2.12 so as to be based upon those actual or tendered costs.

SCHEDULE "G" - SPECIAL CLAUSES

[IF INTENTIONALLY LEFT BLANK, THERE ARE NO SPECIAL CLAUSES TO THIS AGREEMENT]