

DEVELOPMENT AGREEMENT

(Final Version- May 8, 2019)

Made this _____ day of _____, _____

BETWEEN:

MUNICIPAL DISTRICT OF LESSER SLAVE RIVER NO. 124

Box 722, 300 - 15 Avenue SE Slave Lake, AB T0G 2A0

(hereinafter called the Municipal District)

-and-

(hereinafter called the Developer)

WHEREAS the Developer is or is entitled to become owner of the lands and proposes to commence the development of a Subdivision (File # _____) described on Schedule "A" and shown on Schedule "A-1" (hereinafter referred to as the Development Area); and

WHEREAS the Developer has obtained conditional approval from the Municipal Planning Commission as specified on Schedule "B" for the proposed Subdivision; and

WHEREAS the parties hereto agree that the Developer shall construct and install the local improvements and third-party utilities as specified in Schedule "C", Schedule "D" and Schedule "E" to service the Development Area at the Developer's sole cost and expense; and

WHEREAS upon the satisfactory completion of the work, expiry of the Warranty Period as specified in Schedule "H" and issuance of a Final Acceptance Certificate, the local improvements shall become the property of the Municipal District; and

WHEREAS the Parties now wish to enter into a Development Agreement to provide for the construction and installation of local improvements and third-party utilities as hereinafter defined to service the Development Area at the Developer's sole cost and expense on the terms and conditions hereinafter set-forth; and

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

1.0 INTERPRETATION

- 1.1 **“CAO”** shall mean the Chief Administrative Officer, or designate, of the Municipal District.
- 1.2 **"Consulting Engineer"** shall mean the consulting professional engineer or engineers retained by the Developer.
- 1.3 **“Council”** shall mean the Municipal District Council as constituted from time to time.
- 1.4 **“Construction Completion Certificate”** shall mean a certificate issued pursuant to Section 5.0 of this Development Agreement.
- 1.5 **"Development Area"** shall mean the lands described in Schedule "A" and shown in Schedule "A-1".
- 1.6 **“External Local Improvements”** shall mean all of the local improvements or the portions thereof to be constructed by the Developer outside of the Development Area as specified in Schedule “D” (may include but not limited to the connection of roads and water and waste water systems to existing municipal infrastructure, infrastructure upgrades, approaches, signage and surface water management).
- 1.7 **“Final Acceptance Certificate”** shall mean a certificate issued pursuant to Section 5.0 of this Development Agreement.
- 1.8 **“Internal Local Improvements”** shall mean all of the local improvements or the portions thereof to be constructed by the Developer within the Development Area as specified in Schedule “C” (may include but not limited to roads, approaches, signage, surface water management and provision of water and collection of waste water).
- 1.9 **“Local Improvements”** shall mean all the internal local improvements and the external local improvements, together with all necessary appurtenances, as specified in Schedule “C” and Schedule “D”.
- 1.10 **"Municipal Engineer"** shall mean the professional engineer or engineers employed or retained by the Municipal District.

- 1.11 **“Municipal Servicing Standards”** shall mean the Municipal Servicing Standards, as amended from time to time, and are approved by the Municipal Engineer for the construction and installation of the local improvements.
- 1.12 **“Normal Municipal Services”** shall mean the provision of municipal services as specified in Schedule “F”.
- 1.13 **“Plans and Specifications”** shall mean plans, specifications, material lists and performance criteria for the local improvements approved by the Municipal Engineer covering the design, construction and installation of the local improvements.
- 1.14 **“Third-party Utilities”** shall mean those utilities as specified in Schedule “E” (may include but not limited to natural gas and electricity).
- 1.15 **“Warranty Period”** shall mean the following:
- 1.15.1 for the internal local improvements that period commencing on the date of issuance of a Construction Completion Certificate for the internal local improvements and ending on the date of the issuance by the Municipal District of a Final Acceptance Certificate for the internal local improvements; and
- 1.15.2 for the external local improvements that period commencing on the date of issuance of a Construction Completion Certificate for the external local improvements and ending on the date of issuance by the Municipal District of a Final Acceptance Certificate for the external local improvements.

2.0 COVENANTS OF THE DEVELOPER

- 2.1 The Developer is responsible for the cost of preparing and registering a plan of Subdivision satisfactory to the Land Titles Office. The Developer is also responsible for obtaining all governmental approvals before registering a plan of Subdivision.
- 2.2 The Developer must complete the following conditions prior to the Municipal District consenting to registration of the plan of Subdivision:
- 2.2.1 complete all internal local improvements as specified in Schedule “C” within the Development Area to the satisfaction of Municipal District and obtain a Construction Completion Certificate;
- 2.2.2 complete all external local improvements as specified in Schedule “D” to the satisfaction of Municipal District and obtain a Construction Completion Certificate;

- 2.2.3 pay all outstanding sums owing pursuant to this Development Agreement to the Municipal District as specified in Schedule “G”;
 - 2.2.4 satisfy all conditions of the subdivision approval for the Development Area as specified in schedule “B”;
 - 2.2.5 provide evidence satisfactory to the Municipal District that the third-party utilities as specified in Schedule “E” have been installed; and
 - 2.2.6 provide the Municipal District with the security specified in this Development Agreement as specified in Schedule “G”.
- 2.3 The Developer is responsible for providing stamped engineering plans completed by a licensed engineer in the Province of Alberta for the local improvements to the Municipal District for approval by the Municipal Engineer before commencing construction. The Developer will not commence construction of the local improvements until the engineering drawings are approved in writing by the Municipal Engineer. This requirement may be waived by the Municipal District provided the Developer has securities, insurance coverage and Worker’s Compensation Board coverage in place satisfactory to the Municipal District.
- 2.4 The Developer has two (2) years from the date of approval by the Municipal Engineer of the Developer’s engineered construction plans to obtain a Construction Completion Certificate. Failure to complete within the time is a default under this Development Agreement. Construction shall comply with the approved engineering plans, this Development Agreement and the Municipal Servicing Standards and plans and specifications to the satisfaction of the Municipal District.
- 2.5 The Developer must provide evidence and assurances that the local improvements and third-party utilities are constructed in accordance with this Development Agreement and to the satisfaction of the Municipal District or no Construction Completion Certificate will be issued.
- 2.6 The Developer is responsible for completing the works in a diligent and timely manner with minimum inconvenience to residents within one (1) km of the Development Area.
- 2.7 The Developer shall be responsible for repairing, to the satisfaction of the Municipal District, damage to municipal improvements within the road right-of-way or on public land to the satisfaction of the Municipal District caused by the Developer or others directly or indirectly employed by it.

- 2.8 The Developer does indemnify the Municipal District from all third-party claims arising from the Developer's work pursuant to this Development Agreement.
- 2.9 The Developer shall be responsible for defects and deficiencies in materials or workmanship and any failure of the local improvements to comply with the Municipal Servicing Standards during the construction of the local improvements and between the Construction Completion Certificate and the Final Completion Certificate.
- 2.10 The Developer shall take all proper steps to ensure that the local improvements conform to all applicable bylaws, regulations, or standards promulgated pursuant to the provisions of any statute, bylaw or regulation.
- 2.11 The Developer must provide a Certificate of Insurance and continuously maintain comprehensive general public liability and property damage insurance to the satisfaction of the Municipal District in a minimum amount of two million (\$2,000,000) dollars per occurrence for bodily injury, death and damage to property. The Municipal District shall be added as an additional insured under this coverage. The required insurance coverage may only be terminated after issuance of the Final Acceptance Certificate.
- 2.12 The Developer shall allow employees of the Municipal District or their agents access to the Development Area as deemed necessary for the purpose of enforcing compliance to this Development Agreement.
- 2.13 The Developer must follow the requirements of the Municipal District Municipal Servicing Standards for construction drawings submissions, approval procedures, warranty periods, acceptance of local improvements, reports and studies and submission of as-constructed record drawings.
- 2.14 The Developer is responsible for ensuring all local improvements are to the satisfaction of the Municipal District or it will not issue a Final Acceptance Certificate.

3.0 SECURITY

- 3.1 The Developer is required to provide security for the construction value of the local improvements as follows:
- 3.1.1 prior to the issuance of a Construction Completion Certificate, the Municipal District requires security equivalent to ten percent (10%) of the local improvements; or

- 3.1.2 notwithstanding paragraph 3.1.1, the Developer and the Municipal District may agree upon an amount of security that reflects the nature and extent of local improvements and the potential risk to the Municipal District of the Developer failing to complete the local improvements between the Construction Completion Certificate and the issuance of a Final Acceptance Certificate.
- 3.2 The security is to ensure the Developer's full compliance to the terms, covenants and conditions of this Development Agreement respecting the construction, installation and the Warranty of the local improvements.
- 3.3 The security is due and payable prior to the issuance of a Construction Completion Certificate.
- 3.4 The forms of acceptable security are:
 - 3.4.1 cash; or
 - 3.4.2 Irrevocable and Unconditional Letter of Credit
- 3.5 The said security as above referred to shall be maintained in full force and effect during the period prior to the issuance of a Final Acceptance Certificate and evidence of renewal thereof shall be produced to the Municipal Engineer.
- 3.6 An Irrevocable and Unconditional Letter of Credit shall contain the following terms and provisions:
 - 3.6.1 A statement that the said irrevocable and unconditional letter (s) of credit is issued in favor of the Municipal District in consideration of the Municipal District entering into this Development Agreement with the named customers of the issuing bank;
 - 3.6.2 an acknowledgement by the issuing bank that it has full knowledge of the terms, covenants and conditions of this Development Agreement;
 - 3.6.3 an acknowledgement by the issuing bank that it has full knowledge that the issuing of the said irrevocable and unconditional letter(s) of credit was and is a condition precedent to the execution of this Development Agreement by the Municipal District; and
 - 3.6.4 an acknowledgement by the issuing bank that the Municipal District shall be entitled to draw on the Irrevocable and Unconditional Letter of Credit in accordance with the provision of this Development Agreement and an

undertaking by the issuing bank to promptly honor and pay draws made by the Municipal District.

- 3.7 The terms of the Irrevocable and Unconditional Letter of Credit shall include an automatic renewal clause with a thirty (30) day notice by the issuing bank for the termination of the Irrevocable and Unconditional Letter of Credit.
- 3.8 The Developer shall, upon the issuance by the Municipal District of a Final Acceptance Certificate for all of the local improvements and the compliance by the Developer with all of the terms and conditions contained in this Development Agreement to be performed or carried out by the Developer, be at liberty to cancel the security provided by the Developer to the Municipal District pursuant to this Development Agreement as long as there shall not be any claim or claims outstanding by the Municipal District against the said security.
- 3.9 The Municipal District may draw upon securities at any time during which the Developer is in default of any terms or conditions of this Development Agreement for the purpose of completing the work of the Developer, maintaining the local improvements and paying any obligations of the Developer to the Municipal District under this Development Agreement.

4.0 CONSTRUCTION AND INSTALLATION OF LOCAL IMPROVEMENTS

- 4.1 At all times during the performance of the work, the Municipal District and the Municipal Engineer:
 - 4.1.1 shall have free and immediate access to all records of or available to the Developer relating to the performance of the work including, but without limiting the generality of the foregoing, all design, inspection, material testing and "as constructed" records as well as exercising such supervision of the work as it deems to necessary to ensure proper compliance with the construction plans and the Municipal Servicing Standards;
 - 4.1.2 may reject unsatisfactory material or work and require unsatisfactory work be re-executed by the Developer, order testing of materials to be incorporated into the local improvements; and
 - 4.1.3 order the work or part thereof to be stopped.

- 4.2 The Consulting Engineer must provide a stamped written statement to the Municipal District that on-site engineering services were completed by it and the work is in accordance with approved engineering plans and the Municipal Servicing Standards.
- 4.3 It is the Developer's financial responsibility to connect local improvements as specified in Schedule "C" and Schedule "D" within and to the Development Area to existing municipal infrastructure.
- 4.4 During the construction and maintenance of the local improvements, the Developer shall comply with all requirements of the Worker's Compensation Act and the Occupational Health and Safety Act, as amended, and is the Prime Contractor for the purposes of that Act.

5.0 CONSTRUCTION COMPLETION CERTIFICATES, WARRANTY AND FINAL ACCEPTANCE CERTIFICATES

- 5.1 The Developer, upon the completion of the local improvements as specified in Schedule "C" and Schedule "D", shall make application as specified in Schedule "I" to the Municipal District for a Construction Completion Certificate.
- 5.2 Within thirty (30) calendar days of receiving a Construction Completion Certificate application, the Municipal District will:
 - 5.2.1 issue a Construction Completion Certificate if satisfied with the condition of the local improvements within and to the Development Area; or
 - 5.2.2 notify the Developer in writing of all defects or deficiencies in the local improvements; and
 - 5.2.3 notify the Developer in writing of all terms, conditions and provisions required to be observed or performed by the Developer prior to the issuance of a Construction Completion Certificate.
- 5.3 Notwithstanding Section 5.2, an application for a Construction Completion Certificate received from the Developer to the Municipal District after October 31st of the year may not be dealt with until May 1st of the following year due to frozen and/or snow-covered ground conditions.
- 5.4 For the purposes of this section, water and waste water systems, including drainage systems, shall not be deemed to be operational unless they are free of all obstructions and foreign material including, without restricting the generality of the foregoing, rocks,

silt and gravel, and any potable water system has been inspected and sterilized to the satisfaction of the Municipal District.

- 5.5 During the Warranty Period, the Developer shall maintain all local improvements constructed pursuant to this Development Agreement to the standard to which they were constructed, reasonable wear and tear excepted, for the period commencing upon the issuance of a Construction Completion Certificate and continuing for the periods as specified in Schedule "H".
- 5.6 During the Warranty Period, The Municipal District shall provide the Development Area with such normal municipal services for the local improvements as are normally available to the other residents in the Municipal District as specified in Schedule "F"
- 5.7 Within sixty (60) calendar days of the Warranty Period ending, the Developer shall make application to the Municipal District for a Final Acceptance Certificate as specified in Schedule "J".
- 5.8 No later than fourteen (14) days before the Warranty Period ends, the Municipal District will:
 - 5.8.1 issue a Final Acceptance Certificate if satisfied with the condition of the local improvements within and to the Development Area; or
 - 5.8.2 notify the Developer in writing of all defects or deficiencies in the local improvements; and
 - 5.8.3 notify the Developer in writing of all terms, conditions and provisions required to be observed or performed by the Developer prior to the issuance of a Final Acceptance Certificate; and
- 5.9 Notwithstanding section 5.8, an application for a Final Acceptance Certificate received from the Developer to the Municipal District after October 31st of the year may not be dealt with until May 1st of the following year due to frozen and/or snow-covered ground conditions.
- 5.10 The Developer shall, if requested to do so by the Municipal District, transfer local improvements, if necessary, at no cost or expense to the Municipal District. The Municipal District takes ownership and responsibility of the local improvements once a Final Acceptance Certificate is issued for each type of local improvement.

- 5.11 The Developer is responsible for correcting deficiencies in the local improvements and the Municipal District shall not assume ownership and responsibility until these are corrected by the Developer. The Warranty period upon work to rectify major defects and deficiencies shall be the same periods as specified in Schedule “H”.
- 5.12 Where the Developer defaults in the performance of this Development Agreement or in carrying out the Warranty obligations and the Municipal District determines an emergency to exist, it may, without notice, to the Developer, carry out the required maintenance, at the Developer’s expense.

6.0 UTILITY EASEMENTS

- 6.1 The Municipal District shall designate rights-of-way of widths adequate to the needs of Municipal District for the local improvements and third-party utilities within and to the Development Area.
- 6.2 Concurrently with the registration of the Plan of Subdivision and prior to the sale of any lots in the Development Area, the Developer shall grant to and register at Alberta Land Titles, in favor of the Municipal District and third-party utilities, easements or grants of right-of-way as are required by the Municipal District for such purposes and shall register or cause to be registered such easements or grants of rights-of-way contemporaneously with the registration of the Plan of Subdivision.
- 6.3 All costs incurred by the Developer in providing, and the Municipal District in obtaining all required easements and grants of rights-of-way, shall be the responsibility of the Developer.

7.0 MUNICIPAL SERVICES

- 7.1 The Developer shall provide and maintain continuous access from the developed road rights-of-way to the property line for any lots where a dwelling is occupied within the Development Area prior to an issuance of a Final Acceptance Certificate by the Municipal District.

8.0 SUBDIVISION ENDORSEMENT AND SUBDIVISION PLAN OF SURVEY REGISTRATION

- 8.1 The Municipal District Subdivision Authority will endorse the Subdivision Plan of Survey upon confirmation of the following:
- 8.1.1 issuance of a Construction Completion Certificate;

- 8.1.2 all conditions in the conditional approval letter as specified in Schedule “B” have been met; and
- 8.1.3 the endorsement fees as specified in Schedule “G” have been paid in full.
- 8.2 The Developer is responsible to register their Subdivision Plan of Survey by their Alberta Land Surveyor with Alberta Land Titles upon receiving a Construction Completion Certificate from the Municipal District.
- 8.3 The Developer shall not sell any lots within the Development Area prior to receiving Registration from Alberta Land Titles for the Subdivision Plan of Survey.
- 9.0 DEFAULT BY THE DEVELOPER**
- 9.1 If the Developer defaults on any of the obligations or responsibilities imposed by this Agreement, the Municipal District shall be free to serve a written notice to the Developer, describing the default.
- 9.2 The Developer shall be obligated to correct the default described by the Municipal District in its notification within fifteen (15) days from the date that the notice is serviced or is deemed to have been served upon the Developer pursuant to this Development Agreement.
- 9.3 The Municipal District shall be entitled from time to time to immediate payment from the Developer or from the security provided by the Developer pursuant to Section 3.0 of this Development Agreement of all the costs and expenses incurred by it to rectify or correct the default described in said notice.
- 9.4 In addition to any other right or remedy which the Municipal District may have in the event of a default by the Developer, the Municipal District shall be entitled to immediate payment of the estimated cost as determined by its representatives of all the said costs and expenses incurred by the Municipal District to correct or rectify the default(s).
- 9.5 Where weather or other physical conditions does not make it possible for the Developer to rectify or correct the defaults described in the written notice, the Developer shall be granted an extension by the number of days during which the weather or other physical conditions prevented the Developer from doing so.
- 9.6 The Municipal District retains the right without prior notice to the Developer, to carry out any immediate work on the local improvements in a situation where its representatives

consider it to be an emergency that requires repair to the local improvements, to ensure the health and safety of the public.

- 9.7 The Municipal District shall provide notice to the Developer upon completion of emergency work if the Municipal District deems that such work was made necessary by reason of a default on the part of the Developer in observing the conditions of this Development Agreement.
- 9.8 If the Developer denies the claimed fault and believes Municipal District acted arbitrarily, it shall immediately request a reference to arbitration pursuant to the provisions of Section 10.0 hereof.
- 9.9 The Municipal District may make demands as obligee under any security provided by the Developer pursuant to the requirements of this Development Agreement at any time during which the Developer is in default of the terms and conditions of this Development Agreement.

10.0 ARBITRATION

- 10.1 If any dispute or difference between the Parties shall arise under this Development Agreement, either party may give to the other notice of such dispute or difference and requiring that such dispute or difference be referred to arbitration.
- 10.2 Arbitration hereunder shall be by a reference to an independent consulting professional engineer to be selected jointly by the Municipal District and the Developer, and his/her decision shall be final and binding. If the Municipal District and the Developer fail to agree on an arbitrator within forty-eight (48) hours of either party giving to the other party notice of a dispute or difference pursuant to Section 10.1, then an application shall be made to a Justice of the Court of Queen's bench of Alberta to select the arbitrator.
- 10.3 All charges, fees and expenses of the arbitrator shall be borne and paid by the Municipal District or the developer, or proportionately by both the Municipal District and the Developer, depending upon their respective responsibility as found by the arbitrator.
- 10.4 Provided that the foregoing provisions shall not authorize any reference to arbitration as to any matter or question which under this agreement is expressly or by implication required or permitted to be decided by the Municipal District, the Municipal Engineer, the Municipal District Council, or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by the Municipal District, the Municipal Engineer, or the Municipal District Council.

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

11.0 INDEMNITY

11.1 The Developer shall indemnify and save harmless the Municipal District from any and all losses, costs, damages, actions, causes of action, suits, claims and demands, including solicitor and client costs, resulting from anything done or omitted to be done by the Developer, its representatives, employees, contractors and subcontractors in pursuance or purported pursuance of this Development Agreement.

11.2 Without restricting the generality of Section 11.0, the Developer shall take all necessary steps to remove any lien filed against the Municipal District property by reason of the work carried out by the Developer pursuant to this Development Agreement.

12.0 OTHER CHARGES TO BE BORNE BY THE DEVELOPER

12.1 Other costs to be paid by the Developer shall include:

12.1.1 Engineering Costs - all reasonable and justifiable charges or accounts rendered to the Municipal District in respect of this Development Agreement or its enforcement by consulting engineers that may be engaged by the Municipal District from the time Plans are submitted until final acceptance of all local improvements;

12.1.2 Legal Costs - all reasonable and justifiable legal charges or accounts rendered to the Municipal District in respect of this Development Agreement, or anything arising from or connected thereto, including its enforcement, by solicitors, on a solicitor and his own client basis, from the time of application for subdivision until final acceptance of all local improvements.

12.1.3 Cost of Additional Work - cost of additional work performed or of work repaired or redone by reason of orders and direction by the Municipal Engineer under the terms of this Development Agreement;

12.1.4 Cost of Insurance and Security - cost of providing the security and insurance required to be provided by the Developer under the terms of this Development Agreement;

12.1.5 Cost of Preparing Easement Documents - cost of preparation of an easement or utility rights-of-way documents to be provided by the Developer including cost of registration of same.

12.1.6 Interest on Overdue Payments - unless otherwise specified herein, the Developer shall pay interest to the Municipal District upon all amounts required to be paid to the Municipal District commencing thirty (30) days after the Municipal District's account is rendered. Interest shall be calculated at prime rate in effect at the time of signing plus three percent (3%).

13.0 COMPLIANCE WITH LAW

13.1 The Developer shall comply with all legislation, regulations and municipal bylaws relating to the development of the Development Area and local improvements by the Developer.

13.2 This Development Agreement does not constitute the approval of any Subdivision and is not a Development Permit or other Permit granted by the Municipal District.

13.3 Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the obligation to do it does not come into force until such approval or permission is obtained provided that the Parties will do all things necessary by way of application or otherwise to obtain such approval or permission.

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

14.0 LAW OF ALBERTA APPLICABLE

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

15.0 FURTHER ASSURANCE

15.1 Both Parties shall execute and deliver all further documents and assurances necessary to give effect to this Development Agreement and to discharge the respective obligations of the Parties.

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

16.0 WAIVER

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

17.0 NOTICES

17.1 Any notice to be given to the Developer hereunder shall be addressed to the said Developer at the address provided in this Development Agreement.

17.2 Any notice to be given to Municipal District hereunder may be delivered:

Municipal District of Lesser Slave River Administration Office
Box 722, 300 - 15 Avenue SE Slave Lake, AB T0G 2A0.

17.3 Either Party may by notice in writing change its address for notices hereunder.

18.0 NON-ASSIGNABILITY OF DEVELOPMENT AGREEMENT

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

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

DEVELOPER

Per: _____

Per: _____

Per: _____

Per: _____

MUNICIPAL DISTRICT OF LESSER SLAVE RIVER NO. 124

Per: _____
Chief Administrative Officer

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, _____ of _____, in the Province of Alberta make oath and say:

1. I was personally present and did see who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see _____ who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly sign the instrument;

2. The instrument was signed at _____, in the Province of Alberta and I am the subscribing witness thereto;

3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN (AFFIRMED) BEFORE ME,

At the _____,)

in the Province of Alberta)

this ____ day of _____, ____)

(Signature of person taking oath)

_____)

(Signature of Commissioner for Oaths)

LIST OF SCHEDULES

Schedule "A"	Descriptive Plan
Schedule "A-1"	Subdivision Plan of Survey
Schedule "B"	Subdivision Approval Letter & Conditions
Schedule "C"	Internal Local Improvements
Schedule "D"	External Local Improvements
Schedule "E"	Third-party Utilities
Schedule "F"	Normal Municipal Services
Schedule "G"	Costs to Be Borne by the Developer
Schedule "H"	Local Improvement Warranty Period
Schedule "I"	Application Request for Construction Completion Certificate
Schedule "J"	Application Request for Final Acceptance Certificate

SCHEDULE "A"

Descriptive Plan

SCHEDULE "A-1"

Subdivision Plan of Survey

SCHEDULE "B"

Subdivision Approval Letter & Conditions

SCHEDULE "C"

Internal Local Improvements

The following internal local improvements shall be installed by the Developer:

- Roads
- Approaches
- Signage
- Stormwater management
- Surface water management
- Parks, playgrounds and green spaces
- Trails
- Sidewalks
- Potable water distribution
- Waste water (sewer) collection
- _____
- _____

Schedule "D"

External Local Improvements

The following external local improvements shall be installed by the Developer:

- Roads
- Approaches
- Signage
- Stormwater management
- Surface water management
- Parks, playgrounds and green spaces
- Trails
- Sidewalks
- Potable water distribution
- Waste water (sewer) collection
- _____
- _____

Schedule "E"

Third-Party Utilities

The following utilities shall be installed for each lot in the Development Area:

- Electricity
- Natural Gas
- Telephone
- Internet
- Lighting
- _____
- _____

SCHEDULE "F"

Normal Municipal Services

The following normal municipal services shall be provided by the Municipal District during the Warranty Period:

- Snow removal from the road surface
- Grading of the road surface
- Ice management on the road surface
- Vegetation management on the road allowance
- Prohibited Noxious and Noxious weed control on the road allowance
- Provision of potable water
- Collection of waste water (sewer)
- Parks, playgrounds and green spaces inspection and maintenance
- Trails inspection and maintenance
- _____
- _____

SCHEDULE "G"

Costs to be Borne by the Developer

The following costs shall be borne by the Developer:

- Off-site Levy Fee
 -
- Endorsement Fee
 -
- Cash in-leu of Municipal Reserve
 -
- Security (estimate)
 -
- Outstanding Property Taxes
 -
- Other
 - _____
 - _____
 - _____

SCHEDULE "H"

Local Improvement Warranty Period

The following local improvement Warranty Periods apply:

Local Improvement Construction – two (2) years from the date of issue of the Construction Completion Certificate.

SCHEDULE "I"

Application Request for Construction Completion Certificate

DATE: _____

TO: MUNICIPAL DISTRICT OF LESSER SLAVE RIVER

RE: Subdivision FILE #: _____

I/We, the Developer(s), hereby request a Construction Completion Certificate for the construction and installation of the following local improvements in the above-described Subdivision:

- | | |
|--|--|
| <input type="checkbox"/> Internal gravel road construction | <input type="checkbox"/> External gravel road construction |
| <input type="checkbox"/> Internal gravel approach construction | <input type="checkbox"/> Internal gravel approach construction |
| <input type="checkbox"/> Internal asphalt road construction | <input type="checkbox"/> External asphalt road construction |
| <input type="checkbox"/> Internal asphalt approach construction | <input type="checkbox"/> External asphalt approach construction |
| <input type="checkbox"/> Internal Municipal water distribution | <input type="checkbox"/> External Municipal water distribution |
| <input type="checkbox"/> Internal Municipal waste water collection | <input type="checkbox"/> Internal Municipal waste water collection |
| <input type="checkbox"/> Internal Drainage/stormwater construction | <input type="checkbox"/> External stormwater construction |
| <input type="checkbox"/> Other Internal: _____ | <input type="checkbox"/> Other Internal: _____ |

Regards,

DEVELOPER

Consulting Engineer hereby certifies that the construction and installation of the above-noted local improvements and/or utilities have now been completed and respectfully request that a Construction Completion Certificate be issued accordingly.

CONSULTING ENGINEER SIGNATURE & SEAL

SCHEDULE "J"

Application Request for Final Acceptance Certificate

Date: _____
TO: MUNICIPAL DISTRICT OF LESSER SLAVE RIVER
RE: Subdivision FILE #: _____

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

- | | |
|--|--|
| <input type="checkbox"/> Internal gravel road construction | <input type="checkbox"/> External gravel road construction |
| <input type="checkbox"/> Internal gravel approach construction | <input type="checkbox"/> Internal gravel approach construction |
| <input type="checkbox"/> Internal asphalt road construction | <input type="checkbox"/> External asphalt road construction |
| <input type="checkbox"/> Internal asphalt approach construction | <input type="checkbox"/> External asphalt approach construction |
| <input type="checkbox"/> Internal Municipal water distribution | <input type="checkbox"/> External Municipal water distribution |
| <input type="checkbox"/> Internal Municipal waste water collection | <input type="checkbox"/> Internal Municipal waste water collection |
| <input type="checkbox"/> Internal Drainage/stormwater construction | <input type="checkbox"/> External stormwater construction |
| <input type="checkbox"/> Other Internal: _____ | <input type="checkbox"/> Other Internal: _____ |

The Construction Completion Certificate was issued on the following date: _____.

Regards,

DEVELOPER