

SMOKY LAKE COUNTY



Title: Development Agreement for Subdivisions	Policy No: 09-01
Section: 61	Page No.: 1 of 9

Legislative Reference:	Alberta Provincial Statutes
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Purpose:	Smoky Lake County believes that orderly development for subdivisions can occur with the assistance of a Development Agreement Policy that shall be fair and equitable to the municipality and the developer.
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Policy Statement and Guidelines:

1. STATEMENT

The **Development Agreement**, as shown on "**Schedule A – Development Agreement**" outlines the template in which the Planning and Development Department prepares Development Agreements specifically for agricultural and single lot subdivisions.

2. OBJECTIVES

The benefits of this policy include:

- 2.1 Guidance to the preparation and execution of Development Agreements in accordance with the *Municipal Government Act* and the *Subdivision and Development Regulation*.
- 2.2 Ensures that developers and/or landowners are treated fairly and equitably and that both parties interests are protected.

3. PROCEDURES

- 3.1 The administration of Development Agreements and of all the municipality's requirements pursuant to any Development Agreement is the responsibility of the Planning and Development Department.
- 3.2 As a condition of subdivision approval in accordance with *Section 655(1)* of the *Municipal Government Act*, the developer may be required to enter into a Development Agreement.
- 3.3 The "Short Form" Development Agreement as shown on "**Schedule A – Development Agreement**" of this policy shall apply to:
 - 3.3.1 Agricultural subdivisions.
 - 3.3.2 Single lot/double lot residential subdivisions.
 - 3.3.3 Single lot/double lot commercial/industrial subdivisions.

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Policy Statement and Guidelines:

- 3.4 After receiving subdivision approval from the Subdivision Authority, the Municipal Government Board, or the Subdivision and Development Appeal Board, the developer shall sign a Development Agreement with Smoky Lake County.
- 3.5 The Agreement *may* be accompanied by the following:
 - 3.5.1 **Affidavit of Execution** (Use only if not a Corporation signing under Seal);
 - 3.5.2 **Appendix A - Tentative Plan of Subdivision;**
 - 3.5.3 **Appendix B – Approaches.** (construction requirements and/or Specifications by the County according to **Policy Statement 03-05: Approaches.**)
 - 3.5.4 Any other conditions required by the County, Subdivision Authority, Municipal Government Board or Subdivision and Development Appeal Board.
- 3.6 Typically three (3) Originals are prepared for execution by all parties, i.e., Landowner(s), Developer (if applicable) and Smoky Lake County.
- 3.7 "Short Form" Development Agreements shall be signed by the registered landowner and developer/agent (if applicable), as well as signed and sealed by the Chief Administrative Officer of Smoky Lake County.
- 3.8 Following the execution of a Development Agreement by both parties, Smoky Lake County will register the Development Agreement by way of a Caveat at the Land Titles Office pursuant to *Section 655(2)* of the *Municipal Government Act*, against the certificate of title for the parcel of land that is the subject of the subdivision. This caveat will serve as security to protect the municipality's interests, and will not be discharged or removed until the County is satisfied that all conditions have been complied with.
- 3.9 Variances to the standard agreement will be at the approval of Council.

4. DEFINITIONS

- 4.1 **Caveat:** is a Latin word meaning "let him beware". It is a warning to anyone searching the Certificate of Title that the caveator is claiming an interest in that parcel of land.
- 4.2 **Development Agreement:** refers to a contract executed, or intended for execution by the municipality and a developer, which pertains to the requirements of the municipality pursuant to *Section 655(1)(b)* of the *Municipal Government Act*.

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Policy Statement and Guidelines:

4.3 **Local Improvement** refers to:

4.3.1 All internal roads and approaches, including same to the Park Reserve parcel(s), to the general design standards as approved by Smoky Lake County.

4.3.2 All necessary drainage easements and improvements as required by Smoky Lake County.

4.3.3 The preparation of all reserve parcels, ditches, backslopes, and disturbed areas within the Lands.

4.4 **Municipal Utility:** refers to a utility system (i.e., water distribution, natural gas, and sewage collection) which is intended or has the potential to be publicly operated.

4.5 **Owner** means:

4.5.1 in the case of land owned by the Crown in right of Alberta or the Crown in right of Canada, the Minister of the Crown having the administration of the land, or

4.5.2 in the case of any other land, the person shown as the owner of the parcel on the municipality's assessment roll.

	Date	Resolution Number
Approved	December 16, 2011	# 176-11 - Page #9921
Approved		
Amended		
Amended		
Amended		



Schedule "A"

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this ____ day of _____, A.D., 20__.

BETWEEN:

SMOKY LAKE COUNTY
a Municipal Corporation
Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0
Phone: 780-656-3730
(hereinafter called "the County")

OF THE FIRST PART

- AND -

Name

Mailing Address Phone Numbers: Residence Work Cellular
(hereinafter called "the Developer")

OF THE SECOND PART

WHEREAS, the Developer is the owner and desires to subdivide the Lands and has applied for and obtained subdivision within the boundaries of Smoky Lake County and legally described as:

Legal Land Description: _____ W4M
Quarter Section Township Range
(hereinafter called "the Lands")

AND WHEREAS the County and the Developer wish to enter into an Agreement and further agreement regarding the subdivision of said Lands.

THE PARTIES of this Agreement, in consideration of the promises and the mutual terms, covenants and conditions to be observed and performed by each party, agree as follows:

1. The Developer shall be responsible for the installation of necessary utility services within or upon the Lands, including the granting of such easements or other right-of-way as are necessary and required for the supply of utilities to the Lands. To this end, the Developer shall cause a utility easement to be registered in favour of Smoky Lake County concurrently with the Descriptive Plan or Plan of Survey effecting the subdivision should the County so wish.
2. After entering into this Agreement, the Developer shall cause the Descriptive Plan or Plan entering into this Agreement, the Developer shall cause the Descriptive Plan or Plan of Survey effecting the subdivision to be prepared and submitted to the subdivision authority for endorsement.
3. After obtaining the necessary endorsement of the subdivision authority and after the County has filed a Caveat (at the County's discretion) against the Lands to protect its interests under this Agreement, the Developer may proceed to register documents that will effect the subdivision at the Lands Titles Office.
4. All covenants, undertakings, obligations, and conditions set out in this Agreement shall constitute covenants running with the Lands and the County may register a Caveat at the Lands Titles Office against the Lands to protect its interest under this Agreement. Smoky Lake County may grant a postponement of the caveat as to any of the land in development. Smoky Lake County will discharge the caveat promptly upon acceptance of the various matters required to be performed by the Developer under this Agreement.
5. The Developer shall indemnify and save harmless the County from any and all losses, costs, damages, actions, cause of actions, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance of purported pursuance of this Agreement.
6. The County makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, or presence of environment contamination or the develop-ability of the subject land for any intended use by the Developer.
7. The Developer shall pay to the County all outstanding taxes, to date, including the current year taxes.
8. The Developer shall pay the County, an administrative fee of **one hundred dollars (\$100.00)**, for each registerable parcel created under this proposal, totaling **two hundred dollars (\$200.00)**, at the time of signing this agreement.
9. The Developer shall provide the County with **certification**, from an accredited inspector that the function and location of any existing sewage disposal system on the proposed parcel will satisfy the **Private Sewage Disposal Regulations** and is suitable for the intended subdivision.
10. This Agreement does not constitute subdivision approval and is not a Development Permit or other Permit granted on behalf of the County.

- 11. This Agreement shall not be assignable by the Developer without the written consent of the County.
- 12. This Agreement is binding on the heirs, executors, successors and assigns of the parties hereto.
- 13. Notwithstanding the provisions contained in this agreement, the Developer undertakes, warrants and agrees that the Developer shall not register the plan of the Subdivision at the Land Titles Office for the North Alberta Land Registration District nor shall Smoky Lake County be required to provide Smoky Lake County’s consent to the registration of the plan of the Subdivision at the said Land Titles Office until such time as all conditions of this agreement have been satisfied:
 - 13.1 The Developer agrees that the subdivision of the Lands is subject to the terms and conditions of this Agreement. The "Lands" shall mean the Lands delineated attached hereto as **“Appendix A. - Tentative Plan of Subdivision.”**
 - 13.2 The Developer shall ensure that legal and physical access is provided to the parcel(s) being created and to the remnant parcel to the standards and specifications to the satisfaction of Smoky Lake County as per County Policy shown on **“Appendix B – Approaches.”**
 - 14.3 All other conditions of the Subdivision Approval are met.
Conditions of the subdivision approval can be inserted if not listed previously in this agreement including security for any local improvements (if any):

14. Any notices required by one party to be given to the other shall be given at the following address:

Registered Landowner: _____
Address: _____

And

Smoky Lake County
Box 310
Smoky Lake, Alberta T0A 3C0

IN WITNESS WHEREOF the Parties here have caused their signatures to be hereunto affixed the day and year first above written.

SMOKY LAKE COUNTY

Chief Administrative Officer

WITNESS

}

Registered Landowner

WITNESS

}

Agent / Developer (if Applicable)

AFFIDAVIT OF EXECUTION

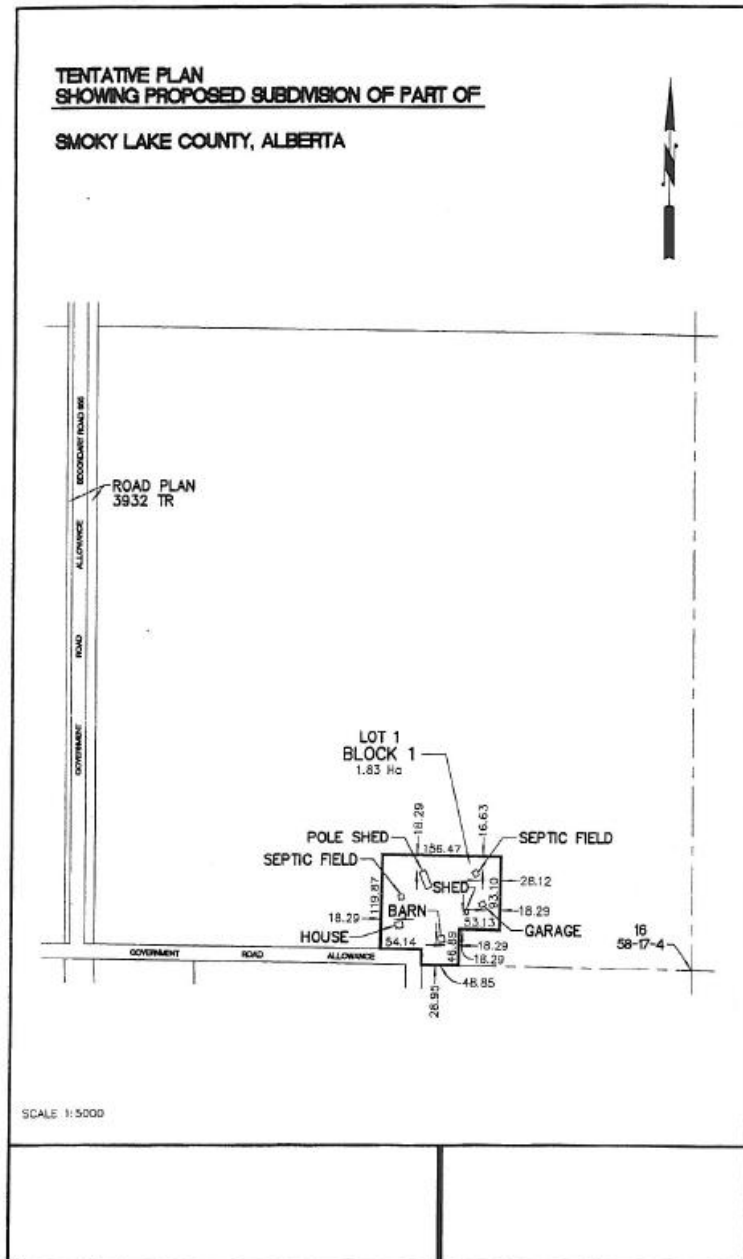
(Use only if not a Corporation signing under Seal.)**

CANADA)	I, _____,
PROVINCE OF ALBERTA)	of the Smoky Lake County,
TO WIT:)	in the Province of Alberta,
)	MAKE OATH AND SAY:

1. THAT I was personally present and did see _____, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at the Smoky Lake County, Alberta and that I am the subscribing witness thereto;
3. THAT I believe _____, whose signature(s) I witnessed, is/are at least eighteen (18) years of age.

Sworn before me at the Smoky Lake County,)	
in the Province of Alberta)	
this ____ day of _____, 20__)	
)	_____
_____)	
A Commissioner for Oaths in and for the)	
Province of Alberta)	

Appendix A- Tentative Plan of Subdivision Subdivision Authority File No. _____



Appendix B – Approaches

(*attach **Policy Statement 03–05: Approaches**)