

SMOKY LAKE COUNTY

AGENDA: **MUNICIPAL PLANNING COMMISSION** to be held on
Friday, April 22, 2022, at 1:00 p.m.

In County Council Chambers, or virtually, via Zoom Platform:

<https://us02web.zoom.us/j/84992639755?pwd=WS9vNXJKcVIHOVNEZE9IcjljbVNaUT09>

or, by phone: 1-780-666-0144, Meeting ID: 849 9263 9755, Passcode: 493487

1. CALL TO ORDER

2. AGENDA

3. MINUTES

3.1 Adopt Minutes of February 2, 2022.

4. REQUEST FOR DECISION

4.1 **Development Permit(s) to be Considered:**

4.1.1 DP 010-22: Temporary approval of recreational vehicles & installation of private sewage disposal systems and decks (SW-34-59-13-4).

5. ISSUES FOR INFORMATION

5.1 Nil.

6. CORRESPONDANCE

6.1 Nil.

7. DELEGATON(S)

7.1 Nil.

8. ADJOURNMENT

SMOKY LAKE COUNTY

Minutes of the **Municipal Planning Commission** meeting from **Wednesday, February 2, 2022**, held in County Council Chambers and Virtually online through Zoom Meeting.

The meeting was called to Order at 1:03 p.m. by the Chairperson: Councillor Dominique Cere, in the presence of the following persons:

PRESENT

Dan Gawalko, Deputy Reeve	Councillor Div. 1	Present in Chambers
Linda Fenerty	Councillor Div. 2	Present in Chambers
Dominique Cere	Councillor Div. 3	Present in Chambers
Lorne Halisky, Reeve	Councillor Div. 4	Present in Chambers
Jered Serben	Councillor Div. 5	Present in Chambers
Gene Sobolewski	CAO	Present in Chambers
Lydia Cielin	Assist. CAO	Virtually Present
Jordan Ruegg	P&D Manager	Present in Chambers
Kyle Schole	P&D Assistant	Absent
Patti Priest	Recording Secretary	Virtually Present

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No Members of the Public were virtually present.
No Members of the Media were present.

2.0 ADOPTION OF AGENDA

MPC22.007: Halisky

That the Agenda for the Municipal Planning Commission meeting for Wednesday, February 2, 2022, be adopted as presented.

CARRIED UNANIMOUSLY.

3.0 MINUTES

MPC22.008: Fenerty

That the Minutes of Municipal Planning Commission meeting held on Tuesday, December 14, 2021, be adopted as presented.

CARRIED.

4.0 REQUEST FOR DECISION

4.1 Development Permits to be Considered:

4.1.1 DP 046-21: Natural Resource Processing/Extraction Facility (Sand & Gravel)

MPC22.009: Halisky

That the Municipal Planning Commission APPROVE Development Permit No. 046-21: **SW-34-60-16-W4M** for the development of **Natural Resource Extraction/Processing Facility (Sand and Gravel), (12.0 Acres)**, subject to the following conditions:

1. The proposed Development shall be constructed and sited as per the site drawings, attached to, and forming part of, this Development Permit, and not to exceed a maximum of 12.0 acres in size, inclusive of the road access to the pit area.
2. The Developer shall enter into a Development Agreement with Smoky Lake County prior to issuance of this Development Permit.
3. The Developer shall be required to comply with Smoky Lake County Bylaw No. 1306-17: Licensing of Aggregate Extraction Businesses Operating Within Smoky Lake County prior to issuance of this Development Permit.
4. The Developer shall pay to Smoky Lake County, in accordance with Bylaw No. 1387-20: *Planning and Development Fees* Bylaw, Development Permit fees of \$750.00/acre (\$750.00 x 12.0 acres =

- \$9,000.00), prior to the issuance of this Development Permit, as well as pay a Reclamation Security of \$2,000/acre (\$2,000 x 12.0 acres = \$24,000.00) payable to Smoky Lake County, which may be partially released up to ¼ (\$6,000.00), upon reclamation completed to the satisfaction of the Development Authority.
5. The Developer shall be required to enter into a Haul Road Agreement with Smoky Lake County prior to the issuance of this Development Permit.
 6. The Developer shall obtain a Historical Resources Act Approval from the Province prior to the issuance of this Development Permit.
 7. This Development Permit will expire **five (5) years** from the date of issuance.
 8. The Developer must comply with all requirements of Alberta Environment and Parks, including any registrations, permits and approvals.
 9. Tree and bush removal on Said Lands shall take place only during the approved period of July 31 to April 15, as required by the *Alberta Wildlife Act* and the federal *Migratory Birds Convention Act*.
 10. Any burning of vegetation on Said Lands will require a Burn Permit issued by Smoky Lake County's Fire Chief or his designate.
 11. Reclamation and rehabilitation of Said Lands shall be in accordance with the *Alberta Environmental Protection and Enhancement Act (EPEA)* and the Code of Practice for Pits.
 12. All equipment and activity relating to the mining and crushing operation shall be located within and take place in areas approved for gravel extraction.
 13. Hours of Operation:
 - a. **Crushing Operations:**
24 hours per day, 365 days per year.
 - b. **On-Site Development Operations (including tree removal, pit development, reclamation):**
24 hours per day, 365 days per year.
 - c. **Hauling:**
7:00 a.m. – 9:00 p.m., Monday to Saturday inclusive. Hauling will not be permitted on Sundays and Statutory Holidays.
 14. The Developer shall ensure that dust and noise control measures are undertaken to prevent such items from becoming a nuisance to adjacent landowners. In this regard, stockpiles shall be positioned to act as a sound and dust barrier and the Developer shall utilize any method of minimizing the noise created from machinery wherever possible.
 15. The Developer shall provide at minimum, 10-days' notice to all surrounding residents within 1-mile (or 1.6 kilometers) of the subject lands, of commencing crushing activities and provide a copy of the said notice to the Smoky Lake County Development Authority.
 16. The Developer shall keep the area subject to the Development Permit in a clean and tidy manner, free from rubbish and non-aggregate debris.
 17. The Developer shall install and maintain appropriate traffic and safety signage on and about Said Lands and adjacent road accesses.
 18. Accesses and haul routes into extraction areas shall be located away from residential areas.
 19. No development, disturbance or alteration of a surface waterbody is permitted without first obtaining the necessary approvals under the *Water Act* and from the Department of Fisheries and Oceans. Evidence of a *Water Act* approval or license must be provided to the Development Authority for Smoky Lake County in cases where a surface waterbody is altered or disturbed.
 20. All reasonable measures shall be taken by the Developer to control erosion in the areas approved for sand and gravel extraction.

21. The Developer shall obtain any and all approvals, permits, authorizations, certificates and licenses from any and all agencies, departments and authorities as may be required.
22. Truck drivers shall not be permitted to use engine-retarder brakes within ½ mile of a residence on municipally-owned roads.

CARRIED UNANIMOUSLY.

4.1.1 DP 001-22: Home Occupation, Minor (Small Engine Repair)

MPC22.010: Fenerty

That the Municipal Planning Commission APPROVE Development Permit No. 001-22: **PT. NE-35-58-18-W4M** for the development of **Secondary Commercial (small engine repair)**, subject to the following conditions:

1. The proposed Development shall be constructed and sited as per the Site Plan, dated January 19, 2022, attached to, and forming part of, this Development Permit.
 - a. Minimum Front Yard Setback: 23.1 meters.
 - b. Minimum Rear Yard Setback : 18.3 meters.
 - c. Minimum Side Yard Setbacks: 18.3 meters.
2. The proposed Development shall not exceed 11.0 meters in height.
3. The Developer shall, during the course of construction, keep the land in a reasonable condition so as to prevent debris from blowing onto any adjacent private or public property. At the conclusion of construction, all building materials, supplies and debris shall be removed from the site.
4. Lot grade elevations must ensure that the site does not drain onto adjacent property.
5. Construction of the proposed development shall commence within twelve (12) months of the date of issuance of this Development Permit, and be completed within five (5) years. The Secondary Commercial use may carry on beyond this timeline provided that construction has been completed.
6. The Developer shall be required to obtain the applicable Safety Codes Act Permits (e.g. Building, Plumbing, Electrical & Gas Permits) upon issuance of this Development Permit.
7. The Developer shall ensure that no offensive noise, vibration, smoke, dust, odor, heat, glare, electrical or radio disturbance is detectable beyond the boundary of the lot on which the Secondary Commercial use is located.
8. There shall be no exterior signage, display or advertisement other than a business identification sign which shall not exceed 1.0 square meters in size unless otherwise granted in a separate Development Permit.
9. No more than one (1) commercial vehicle, up to the size of a tandem truck, to be used in conjunction with the Secondary Commercial use, shall be parked or maintained on site. The parking space of the commercial vehicle shall be either within a garage or adequately screened and sited behind the main building to the satisfaction of the Development Authority.
10. The storage of materials or equipment related to the Secondary Commercial use shall be allowed in either the dwelling or accessory buildings.
11. The Developer shall provide space for a minimum of four (4) parking spaces on site.
12. The Developer shall provide for the appropriate disposal of all materials, refuse, garbage and waste related to the Secondary Commercial use to the satisfaction of the Development Authority.

CARRIED UNANIMOUSLY.

5.0 ISSUES FOR INFORMATION

5.1 Nil.

6.0 CORRESPONDENCE

6.1 Nil.

7.0 DELEGATION

7.1 Nil.

NEXT MEETING

The next Municipal Planning Commission Meeting will be at the call of Chairperson and Public Notice of the next meeting be provided at least 24 hours in advance in accordance with the *Municipal Government Act, RSA 200, cM-26.1 s195*, by posting the information on the Smoky Lake County website.

8.0 ADJOURNMENT

MPC22.011: Halisky

That the Municipal Planning Commission Meeting of February 2, 2022, adjourn at 3:00 p.m.

CARRIED.

Dominique Cere, Chairperson

S E A L

Gene Sobolewski, CAO

**MUNICIPAL PLANNING COMMISSION
DEVELOPMENT REPORT**



AGENDA ITEM 4.1.1

MEETING DATE	APRIL 22, 2022
FILE NO.	DP 010-22
LEGAL DESCRIPTION	PLAN 1821256, BLOCK 6, LOT 1 (PT. SW-34-59-13-W4M)
LOT AREA	61.28 ACRES
APPLICANT	BASCOR DEVELOPMENTS LTD.
LANDOWNER	BASCOR DEVELOPMENTS LTD
PROPOSED DEVELOPMENT	PLACEMENT OF RECREATIONAL VEHICLES EXCEEDING THE MAXIMUM NUMBER OF RECREATIONAL VEHICLES ALLOWABLE WITHIN THE LAND USE DISTRICT; CONSTRUCTION OF DECKS, SEPTIC TANKS & POWER HOOKUPS
ZONING	MULTI-LOT COUNTRY RESIDENTIAL (R1) DISTRICT
DEVELOPMENT TYPE	DISCRETIONARY USE
ROLL NO.	13593420
DIVISION	1

RECOMMENDATION

That the Municipal Planning Commission **REFUSE** Development Permit No. 010-22: **PLAN 1821256, BLOCK 6, LOT 1 (PT. SW-34-59-13-W4M)**, for the following reasons:

1. The proposed Development does not conform to Section 7.25 of Smoky Lake County Land Use Bylaw No. 1272-14;
2. The proposed Development does not conform to Section 2.3 of the Bonnie Lake Area Structure Plan Bylaw No. 1146-07; and
3. The Development Authority is not convinced that the proposed development of septic systems and power hookups will not allow for the permanent connection of these services to recreational vehicles that would be permitted by approving this application for a Development Permit.

BACKGROUND

1. The reason this application is being referred to the Municipal Planning Commission is that Section 7.25(1) of Smoky Lake County Land Use Bylaw No. 1272-14 allows for the year round placement of 2 (two) recreational vehicles on a parcel within the Multi-Lot Country Residential (R1) Land Use District without a Development Permit.
2. Furthermore, Section 7.25(2) of Smoky Lake County Land Use Bylaw No. 1272-14 allows for additional recreational vehicles on a parcel within the Multi-Lot Country Residential (R1) Land Use District for a **maximum of four (4) consecutive days**.
3. Therefore, a *variance* to the Land Use Bylaw is required to allow for the placement of more than two (2) RVs on said lands.
4. Furthermore, Section 7.25(3) of Smoky Lake County Land Use Bylaw No. 1272-14 states that ***“No recreational vehicle shall be permanently connected to any utility or municipal service, such as power, gas, water supply, or sanitary sewage disposal facilities unless the recreational vehicle is located in an approved recreational vehicle park.”*** According to the application, an undetermined number of septic tanks and power hookups are proposed. If these services are permitted to be installed

prior to the issuance of a Development Permit for a dwelling, it would be difficult for the Development Authority to ensure that RVs are not using this systems on a permanent basis.

5. The lands are also subject to the Bonnie Lake Area Structure Plan Bylaw No. 1146-07. Specifically, Section 2.3(7) states that **“Recreational vehicle storage and use shall be determined in accordance with requirements set forth in the County’s Land Use Bylaw.”**
6. Currently, the parcel of land that is the subject of the Development Permit application (legally described as Plan 1821256, Block 6, Lot 1), is considered a **“non-conforming lot”**, as it is much larger than the maximum allowable lot area (3.0 acres) under Section 8.4(4)(A) of Smoky Lake County Land Use Bylaw No. 1272-14.
7. Bascor Developments Ltd. applied for a subdivision (Application 19-Q-992) of said lands on March 21, 2019, and subsequently received conditional approval from the Smoky Lake County Subdivision Authority, Municipal Planning Services (2009) Ltd., on May 17, 2019. Subsequently, Bascor Developments Ltd. applied for a further subdivision of said lands (Application 21-R-320) on March 23, 2021, and received conditional approval for this file on May 18, 2021.
8. Pursuant to the conditional approvals, Bascor Developments Ltd. entered into a Development Agreement with Smoky Lake County that contains provisions relating to the phasing and development of both subdivisions, including the provision of a stormwater management plan for both subdivisions.
9. Because the proposed subdivisions are proposed to drain into Bonnie Lake, the stormwater management plan must be approved by both Smoky Lake County and by Alberta Environment and Parks (AEP) prior to the County’s Subdivision Authority granting endorsement to the proposed subdivisions.
10. Bascor’s engineer had prepared a stormwater management plan that met the County’s requirements, and said plan was included in the Development Agreement that was entered into between Bascor and Smoky Lake County on April 30, 2021.
11. Subsequently, when Bascor submitted its stormwater management plan to Alberta Environment and Parks, said plan was rejected and Bascor proposed changes to the stormwater management plan that would satisfy AEP’s requirements. However, the proposed changes to the stormwater management plan were not acceptable to Smoky Lake County.
12. Bascor’s engineers are continuing to revise the stormwater management plan to meet both AEP’s and the County’s requirements. Once this has been accomplished, the County will be able to provide an approval letter to the Subdivision Authority so that the subdivisions can be endorsed and registered with Land Titles.
13. Currently, the lots that are proposed to be created under the two subdivisions do not exist as separate titles. However, Bascor has agreements in place with potential buyers who wish to locate RVs on these non-registered lots, as well as construct decks and install septic systems and power hookups.

SUPPORTING DOCUMENTS

APPENDIX A	LAND USE BYLAW NO 1272-14: SECTION 7.25: RECREATIONAL VEHICLES	PAGE 4
APPENDIX B	LAND USE BYLAW NO 1272-14: SECTION 8.4: R1 DISTRICT	PAGE 5
APPENDIX C	BONNIE LAKE ASP NO. 1146-07: SECTION 2.3: RESIDENTIAL AREA	PAGE 10
APPENDIX D	SUBDIVISION APPLICATION 19-Q-992: CONDITIONAL APPROVAL	PAGE 11
APPENDIX E	SUBDIVISION APPLICATION 21-R-320: CONDITIONAL APPROVAL	PAGE 15
APPENDIX F	DEVELOPMENT AGREEMENT	PAGE 19
APPENDIX G	DEVELOPMENT PERMIT APPLICATION DP 010-22	PAGE 65
APPENDIX H	GENERAL LOCATION MAP	PAGE 70

Prepared by: _____
Jordan Ruegg

April 8, 2022
Date

APPENDIX A – LAND USE BYLAW SECTION 7.25 – RECREATIONAL VEHICLES

7.25 RECREATIONAL VEHICLES

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1. The year round placement of 2 (two) recreational vehicles on a parcel in Multi-lot Country Residential (R1), Residential (Cluster) Conservation (R2), Victoria Residential(R3) or Hamlet General (HG) Districts is allowed without a development permit.
 2. Additional recreational vehicles shall be permitted within the Multi-lot Country Residential (R1), Residential (Cluster) Conservation (R2), Victoria Residential (R3) or Hamlet General (HG) Districts for a maximum of four (4) consecutive days.
 3. No recreational vehicle shall be permanently connected to any utility or municipal service, such as power, gas, water supply, or sanitary sewage disposal facilities unless the recreational vehicle is located in an approved recreational vehicle park.
 4. This section **does not** apply to the placement of recreational vehicles in the Agriculture District (AG), Victoria Agriculture District (A1), Highway Commercial District (C1), Victoria Commercial District (C2), Industrial District (M1), Rural Industrial District (M2), Institutional & Community District (P), Direct Control District (DC), and Direct Control Landfill District (DC1).

**APPENDIX B – LAND USE BYLAW SECTION 8.4 –
MULTI-LOT COUNTRY RESIDENTIAL LAND USE DISTRICT**

R1

8.4 MULTI-LOT COUNTRY RESIDENTIAL (R1) DISTRICT

1. Purpose

The general purpose of this District is to provide opportunities for the development of a variety of multi-lot country residential subdivisions and bareland condominiums.

2. Permitted Uses

- A. Accessory Buildings and Uses
- B. Basement Suite
- C. Buildings and Uses Accessory to Permitted Uses
- D. Cottage
- E. Day Home
- F. Dwelling - Single Detached
- G. Dwelling, single detached, tiny
- H. Extensive Agriculture
- I. Home Occupation, Minor
- J. Home Occupation, Major
- K. Secondary Suite
- L. Solar Energy Conversion System
- M. Wind Energy Conversion System, Micro

3. Discretionary Uses

- A. Bed & Breakfast Establishments
- B. Buildings and Uses Accessory to Discretionary Uses
- C. Day Care Facility
- D. Duplexes (Side-By-Side and Vertical)
- E. Family Care Facility
- F. Garage Suite
- G. Garden Suite
- H. Group Care Facility
- I. Guest House
- J. In law Suite
- K. Manufactured Home
- L. Modular Home
- M. Multi-Unit Dwelling
- N. Natural Area
- O. Neighbourhood Convenience Store
- P. Neighbourhood Park
- Q. Places of Worship
- R. Public Park
- S. Public and Quasi-Public Services
- T. Public Utilities
- U. Recreational Buildings and use
- V. Shipping Container
- W. Wind Energy Conversion System, Small

X. Other Uses which, in the opinion of the Development Authority, are similar to the above mentioned Permitted and Discretionary Uses

4. Subdivision Regulations

A. Minimum & Maximum Lot Area for Residential Uses

Unless otherwise stated in an approved Development Concept Plan or Area Structure Plan the minimum and maximum lot dimensions for residential uses shall be as follows:

	Minimum Lot Area	Maximum Lot Area
Within 304.8 m (1,000 ft.) of a lake	1860.0 sq. m (20,000.0 sq. ft.)	1.21 ha (3.0 ac.)
All other parcels (excluding fragments)	0.4 ha (1.0 ac.)	1.21 ha (3.0 ac.)
Fragmented parcels	0.4 ha (1.0 ac.)	At the Discretion of the Subdivision Authority

B. Minimum & Maximum Lot Dimensions for Other Uses – As required by the Subdivision Authority

C. Minimum Frontage Requirement – 30.5 m (100.0 ft) or as required by the Development and Subdivision Authority

5. Development Regulations

A. Minimum Ground Floor Area for Residential Uses

Unless otherwise stated in an approved Development Concept Plan or Area Structure Plan the minimum ground floor area for residential developments shall be as follows:

	Minimum Ground Floor Area
Within 304.8 m (1000 ft.) of a lake	55.7 sq. m (600.0 sq. ft.)
All other parcels – for single detached dwellings	69.7 sq. m (750.0 sq. ft.)
All other parcels – for manufactured	65.0 sq. m (700.0 sq. ft.)

and modular home units	
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- B. Minimum Floor Area for Other Uses – At the discretion of the Development Authority.
- C. Minimum Yard Setback Requirements

It should be noted that adjacent to Provincial Highways, Alberta Transportation may require greater setbacks for development. Contact Alberta Transportation regarding their requirements in this regard.

i. Minimum Front Yard Setback

From Municipal Road Allowances	23.1 m (92.0 ft.) from the property line
From Highways	40.8 m (134.0 ft.) from the boundary of the right-of-way or as required by Alberta Transportation
Internal Subdivision Road	7.6 m (25.0 ft.) from the property line

ii. Minimum Side Yard Setback

From municipal road allowances	18.3 m (60.0 ft.) from the property line
From Highways	40.8 m (134.0 ft.) from the boundary of the right-of-way or as required by Alberta Transportation
When adjacent to an Internal subdivision road	7.6 m (25.0 ft.) from the property line
When adjacent to another Parcel	1.5 m (5.0 ft.) from the property line

iii. Minimum Rear Yard Setback

From Municipal Road Allowances	18.3 m (60.0 ft.) from the property line
From Highways	40.8 m (134.0 ft.) from the boundary of the right-of-way or as required by Alberta Transportation
When adjacent to an internal subdivision road	7.6 m (25.0 ft.) from the property line
When adjacent to another parcel	7.6 m (25.0 ft.) from the property line

- iv. Notwithstanding subsections (i), (ii), and (iii) above, where there is an intersection or sharp curve, the minimum yard requirements shown on Figures 20 and 21 of this Bylaw shall apply.
- v. Notwithstanding any other provision in subsection (C), within the Hillside Acres subdivision, located within SW 9-62-13-W4 on the following lots:



- Lot 1, Blk 1 Plan 0120707
- Lot 44, Blk 1, Plan 0421556
- Lot 45, Blk 1, Plan 0421556
- Lot 46, Blk 1, Plan 0421556
- Lot 47, Blk 1, Plan 0421556
- Lot 48, Blk 1, Plan 0421556
- Lot 49, Blk 1, Plan 0421556
- Lot 50, Blk 1, Plan 0421556
- Lot 51, Blk 1, Plan 0421556
- Lot 52, Blk 1, Plan 0421556
- Lot 53, Blk 1, Plan 0421556
- Lot 54, Blk 1, Plan 0421556
- Lot 1, Blk 1, 0222047

Figure 24: side and Rear Yard Setbacks in Hillside Acres

the following front and rear yard setbacks shall apply:

From Municipal Road Allowances	7.6 m (25.0 ft.) from the property line
Internal Subdivision Road	7.6 m (25.0 ft.) from the property line

- D. Maximum Site Coverage – 45%.

Of the 45% site coverage, a maximum of 15% of the total site may be covered by accessory buildings.

E. Maximum Height

- i. 10.0 m (33.0 ft)
- ii. In the case of buildings which are accessory to discretionary uses, the maximum height shall be at the discretion of the Development Authority.

6. Other Regulations

A. Residential parcels will not be allowed:

- i. within required setbacks from a sewage treatment plant or lagoon or solid waste disposal site as specified by the appropriate guidelines or authority;
- ii. within required setbacks from sour gas wells, pipelines and ancillary facilities;
- iii. within an area likely to be subject to high levels of noise or emissions from industry, transportation facilities, or other sources; or
- iv. within a 1 in 100 year flood plain;

B. A development permit for a dwelling shall be issued only on condition that approval of the proposed sewage disposal system is received in accordance with provincial regulations.

C. Development proposals adjacent to a primary highway shall comply with any relevant provincial regulations.

D. Fences shall be developed in accordance with Section 7.7 of this Bylaw.

E. Landscaping shall be provided in accordance with Section 6.11 of this Bylaw.

F. The keeping of recreational vehicles shall be provided in accordance with Section 7.23 of this Bylaw.

G. Shipping containers shall be developed in accordance with Section 7.31 of this Bylaw

H. Accessory buildings shall be developed in accordance with Section 6.1 of this Bylaw.

**APPENDIX C – BONNIE LAKE AREA STRUCTURE PLAN BYLAW NO. 1146-07 –
RESIDENTIAL AREA**

2.3 RESIDENTIAL AREA

The purpose of the Residential Area designation is to recognize existing multiple lot residential subdivision and development at Bonnie Lake not to allow for additional multiple lot residential subdivision and development. Some additional single lot development may be permitted in this area within existing multiple lot residential developments. Emphasis is placed on ensuring that seasonal and permanent residential development within this area occurs in a manner which is harmonious with the Lake environment.

The following policies apply to lands designated as Residential:

1. Seasonal and permanent single family dwellings shall be permitted developments. Associated buildings shall be discretionary developments.
2. Additional single lot developments may be permitted in existing multiple lot residential developments.
3. A minimum of 0.2 ha (.5 ac.) of developable land shall be provided on each new residential lot.
4. The design of all future residential developments will be required to retain the land's capacity to provide wildlife habitat, prevent soil erosion, provide recreational open space, contribute to maintaining clean water and air and preserve the recreational character of the community.
5. Within public reserve areas, public recreation facilities such as tennis courts, picnic grounds, public boat launches, swimming areas, etc. which are compatible with permitted uses shall be considered discretionary uses.

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6. Only one single family dwelling shall be allowed on each lot. Guest houses shall not be allowed as they constitute a second dwelling unit.
 7. Recreational vehicle storage and use shall be determined in accordance with requirements set forth in the County's Land Use Bylaw.
 8. ATV and snowmobile use shall be limited to recognized trails within this Area in order to mitigate potential safety conflicts between pedestrians and motorized recreational vehicles.
 9. Transportation, communication, and public utility uses shall be considered discretionary uses.

APPENDIX D – SUBDIVISION APPLICATION 19-Q-992: CONDITIONAL APPROVAL



May 17, 2019

OUR FILE NUMBER: 19-Q-992
YOUR FILE NUMBER: X110616

Jeffrey Oracheski
Explore Surveys Inc.
18941 – 111 Ave
Edmonton AB T5S 2X4



Dear Sir/Madam:

RE: PROPOSED SUBDIVISION
Lot 1, Block 6, Plan 182-1256, Smoky Lake County

Your subdivision application was **conditionally approved** by the Subdivision Authority for the Smoky Lake County on May 17, 2019. The decision is valid for one (1) year.

The decision may be appealed within twenty-one (21) days of the mailing of this letter by submitting a written notice to the appeal body (the Municipal Government Board) as indicated within the Notes on the attached form.

Following the appeal period, an instrument (a Descriptive Plan or a Plan of Survey) to register the approval must be prepared by you and submitted to this office for endorsement. However, this office cannot endorse the instrument until the appeal period has elapsed.

Endorsement also cannot be given until the attached conditions have been met. Please confirm that any appropriate documentation has been received by this office when submitting your registerable instrument.

The instrument must be prepared on your behalf by an Alberta Land Surveyor in a manner satisfactory to the Land Titles Office (10365 - 97 Street, Edmonton, T5J 3W7, phone 780-427-2742).

Your submission of an instrument for endorsement must include the required fee of one thousand four hundred and fifty dollars (\$1450.00) plus G.S.T. (for a total of **\$1522.50**), payable to Municipal Planning Services (2009) Ltd.

Please contact me at 780-486-1991 for any clarification.

Yours truly,


Jane Dauphina
B.A. | M. Plan | RPP | MCIP
Principal/Senior Planner
Municipal Planning Services (2009) Ltd.

cc: Smoky Lake County
Alberta Environment & Parks
Alberta Transportation (Athabasca)
Village of Vilna
Canada Post (Kerry)
Sabre Energy
Brenda Mines Ltd.
Bascor Developments Ltd.

Atco Electric (Smoky Lake)
Telus Communications (Alberta NE)
County of Smoky Lake Gas Co-op
Aspen View School Division
Lakeland Catholic School
Alberta Health Services (North Zone)

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

1. That prior to the registration of an instrument effecting this plan, the registered owner and/or developer enter into and comply with a development agreement with Smoky Lake County, pursuant to Section 655 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, which development agreement shall be registered by way of caveat against the title of the proposed parcels. This development agreement shall, amongst other matters address, to the satisfaction of the Smoky Lake County, the matter of construction of all municipal services (roads (new and upgraded) required to give access to the development, stormwater management facilities, and public utilities) relating to the site to appropriate standards. This development agreement will include requirements to provide detailed engineering requirements and security based on appropriate cost estimates for the completion of deficiencies, all to the satisfaction of Smoky Lake County. Additionally, the development agreement will also contain the provision that no occupancy of any building on the subject site shall occur until the matters described within the development agreement have been constructed to the satisfaction of the Smoky Lake County or appropriate guarantees for the completion of deficiencies have been received by Smoky Lake County.
2. That prior to endorsement of an instrument effecting this plan, approaches, including culverts and crossings to the proposed parcel and to the residual of the land, be provided at the owner's and/or developer's expense and to the specifications and satisfaction of Smoky Lake County.
3. That in accordance with Sections 661, 666, and 667 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, prior to endorsement of an instrument effecting this plan, money-in-place of Municipal Reserve be provided equal to 10% of the area of the proposed parcels. The amount has been calculated as follows:

Total area of the proposed parcels = 2.264 ha (5.59 ac.)
10% of the area of the proposed parcels = 0.2264 ha (0.559 ac.)
Estimated market value per ac. = \$1,000.00/acre
Money-in-place of reserve = 10% area x market value = \$559.00

This sum of money shall be forwarded to Smoky Lake County and accounted for by them in accordance with Section 671(4) of the *Municipal Government Act*.

NOTE: The above amount is calculated based on the tentative plan of subdivision submitted to, and conditionally approved by, the Subdivision Authority. All areas are to be verified based on the instrument prepared by an Alberta Land Surveyor prior to paying the amount to the County. If the amount calculated above is incorrect due to a miscalculation in the area of the parcel, and if the wrong amount is paid, final approval of the plan of subdivision may be delayed pending resolution of the outstanding amount.

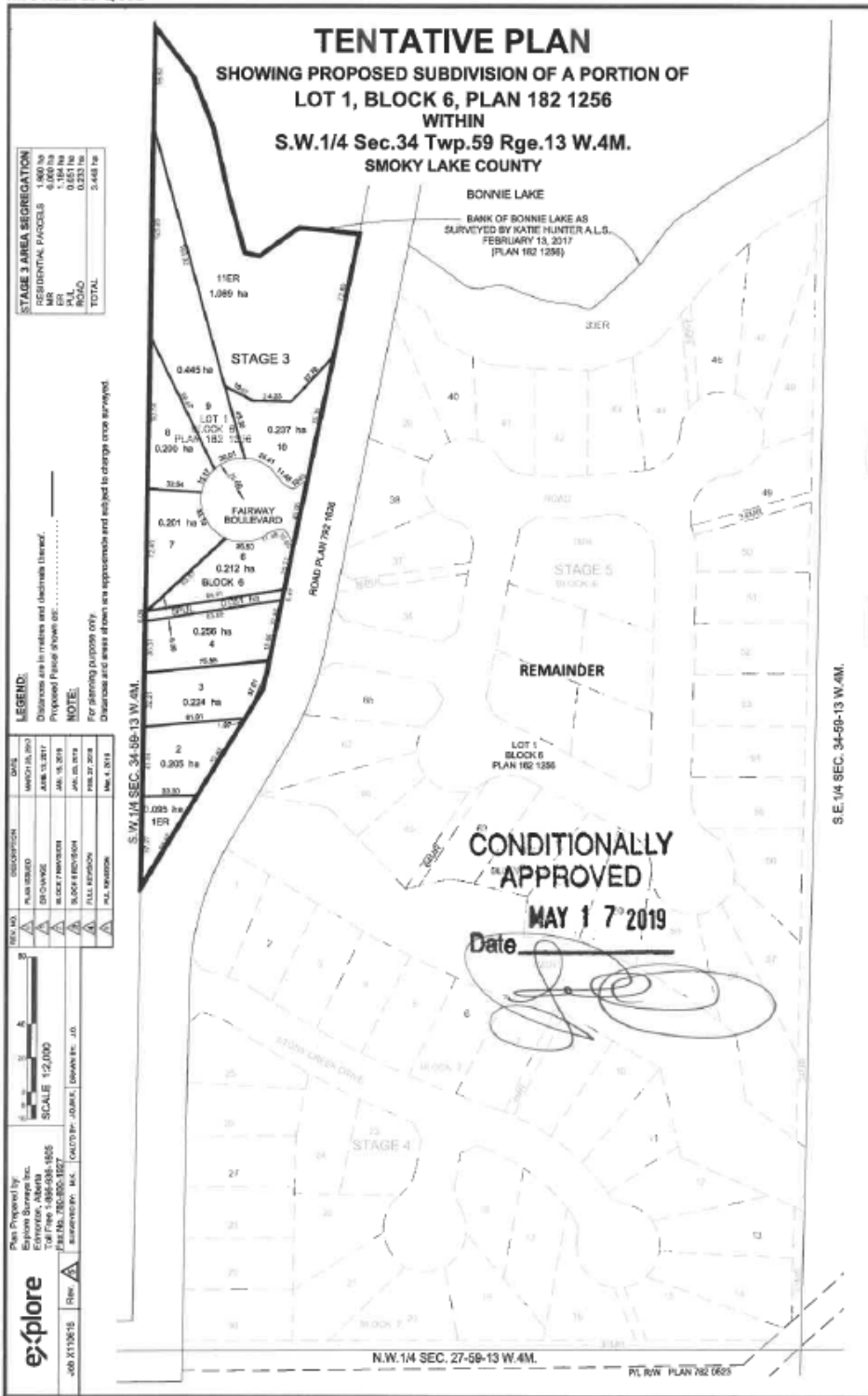
4. That prior to endorsement of an instrument effecting this plan, the Subdivision Authority be provided with either:
 - a. a drawing showing the location of required Public Utility Rights-of-way, or
 - b. a letter from the Smoky Lake County indicating that Public Utility Rights-of-way are not required within the proposed parcels.
5. That if Condition 4(a) is undertaken, or if Smoky Lake County indicates that Public Utility Rights-of-way are required, then concurrent with the instrument effecting this subdivision,

appropriate Public Utility Rights-of-way will be registered vs. the affected Lots on this Plan or the remainder of the titled area.

6. That taxes are fully paid when final approval (endorsement) of the instrument effecting the subdivision is requested.

NOTES FOR INFORMATION PURPOSES ONLY: (These are not conditions of approval)

1. To arrange a time to sign the Development Agreement, please contact Jordan Ruegg, Planning & Development Manager for Smoky Lake County at 780-656-3730. The survey must be provided to Smoky Lake County **before** these documents can be executed.
2. In order to expedite consideration of the final approval and endorsement of this proposal, a letter from Smoky Lake County indicating that Conditions #1, #2, #3, #4, #5, and #6, above have been satisfied should accompany any request for final approval or endorsement.
3. The subdivision is being approved because the land that is proposed to be subdivided is, in the opinion of the Subdivision Authority, suitable for the purpose for which the subdivision is intended, and the proposal is considered by the Subdivision Authority to conform to the provisions of Smoky Lake County's Municipal Development Plan and Land Use Bylaw. The Subdivision Authority has not verified the availability of water on-site or the suitability of the soils on the site for sewage disposal; however, trucking services for such are available in the region. The matters listed in Section 7 of the *Subdivision and Development Regulation*, AR 43/2002, and submissions made by adjacent land owners were considered with care.
4. The proposed subdivision may be affected by a permanent, naturally occurring body of water or watercourse. The Province has an interest in the Crown ownership of Provincial waterbodies/or Public Land boundaries in Alberta. **Development or water diversion may not occur in waterbodies, watercourses or Public Lands without prior consultation and approval from Alberta Environment and Parks.** If you have any questions about development on or near water bodies, watercourses or public land please contact Alberta Environment and Parks prior to undertaking any activity within or near the wetland.
5. It is the landowner's responsibility to ensure they contact Alberta One Call to ensure no facilities are disrupted.
6. All new private sewage disposal systems must meet the requirements of the *Private Sewage Disposal Regulation*, AR 229/1997. In this regard please contact an accredited private sewage inspector or Alberta Municipal Affairs before any sewage system is either constructed or altered.
7. The following information is provided as required by Section 656(2)(a) of the Municipal Government Act. Any appeal of this decision lies to the Municipal Government Board, whose address is 1229 - 91 Street SW, Edmonton, Alberta, T6X 1E9 (phone 780-427-4864).
8. The Subdivision Authority for Smoky Lake County is "S. Jane Dauphinee".



APPENDIX E – SUBDIVISION APPLICATION 21-R-320: CONDITIONAL APPROVAL



May 18, 2021

OUR FILE NUMBER: 21-R-320
YOUR FILE NUMBER: X026621



Jeffery Oracheski
Explore Geomatics Inc.
18941 – 111 Ave
Edmonton AB T5S 2X4

Dear Sir/Madam:

RE: PROPOSED SUBDIVISION
Lot 1, Block 6, Plan 182-1256, Smoky Lake County

Your subdivision application was **conditionally approved** by the Subdivision Authority for the Smoky Lake County on May 18, 2021. The decision is valid for one (1) year.

The decision may be appealed within twenty-one (21) days of the mailing of this letter by submitting a written notice to the appeal body (the Land and Property Rights Tribunal) as indicated within the Notes on the attached form.

Following the appeal period, an instrument (a Descriptive Plan or a Plan of Survey) to register the approval must be prepared and submitted to this office for endorsement. However, this office cannot endorse the instrument until the appeal period has elapsed.

Endorsement also cannot be given until the attached conditions have been met. Please confirm that any appropriate documentation has been received by this office when submitting your registerable instrument.

The instrument must be prepared on your behalf by an Alberta Land Surveyor in a manner satisfactory to the Land Titles Office (10365 - 97 Street, Edmonton, T5J 3W7, phone 780-427-2742).

Your submission of an instrument for endorsement must include the required fee of four thousand six hundred dollars (\$4600.00) plus G.S.T. (for a total of \$4830.00), payable to Municipal Planning Services (2009) Ltd.

Please contact me at 780-486-1991 or via email j.dauphinee@munplan.ab.ca for any clarification.

Yours truly,


Jane Dauphinee
B.A. | M.Plan | RPR | MCIP
Principal/Senior Planner
Municipal Planning Services (2009) Ltd.

cc: Smoky Lake County
Alberta Environment & Parks

Village of Vilna
Canada Post (Kerry)
Sabe Petroleum Ltd.
Brenda Mines

Atco Electric (Smoky Lake)
Telus Communications (Alberta NE)
Smoky Lake County Gas Co-op
Aspen View School Division
Lakeland Catholic Schools
Alberta Health Services (North Zone)
Bascor Developments Ltd.

#206, 17511 – 107 Avenue | Edmonton | AB | T5S 1E5 | Phone: 780.486.1991 | Fax: 780.483.7326 | www.munplan.ab.ca

OUR FILE NUMBER: 21-R-320
Lot 1, Block 6, Plan 182-1256



Conditionally Approved
May 18, 2021

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

1. That prior to the registration of an instrument effecting this plan, the registered owner and/or developer enter into and comply with a development agreement with Smoky Lake County, pursuant to Section 655 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, which development agreement shall be registered by way of caveat against the title of the proposed parcels. This development agreement shall, amongst other matters address, to the satisfaction of the Smoky Lake County, the matter of construction of all municipal services (roads (new and upgraded) required to give access to the development, stormwater management facilities, and public utilities) relating to the site to appropriate standards and lot grading. This development agreement will include requirements to provide detailed engineering requirements and security based on appropriate cost estimates for the completion of deficiencies, all to the satisfaction of Smoky Lake County. Additionally, the development agreement will also contain the provision that no occupancy of any building on the subject site shall occur until the matters described within the development agreement have been constructed to the satisfaction of the Smoky Lake County or appropriate guarantees for the completion of deficiencies have been received by Smoky Lake County.
2. That prior to endorsement of an instrument effecting this plan, approaches, including culverts and crossings to the proposed parcels and to the residual of the land, be provided at the owner's and/or developer's expense and to the specifications and satisfaction of Smoky Lake County.
3. That prior to endorsement of an instrument effecting this plan, the Subdivision Authority be provided with either:
 - a. a drawing showing the location of required Public Utility Rights-of-way, or
 - b. a letter from the Smoky Lake County indicating that Public Utility Rights-of-way are not required within the proposed parcels.
4. That if Condition 4(a) is undertaken, or if Smoky Lake County indicates that Public Utility Rights-of-way are required, then concurrent with the instrument effecting this subdivision, appropriate Public Utility Rights-of-way will be registered vs. the affected Lots on this Plan or the remainder of the titled area.
5. That taxes are fully paid when final approval (endorsement) of the instrument effecting the subdivision is requested.

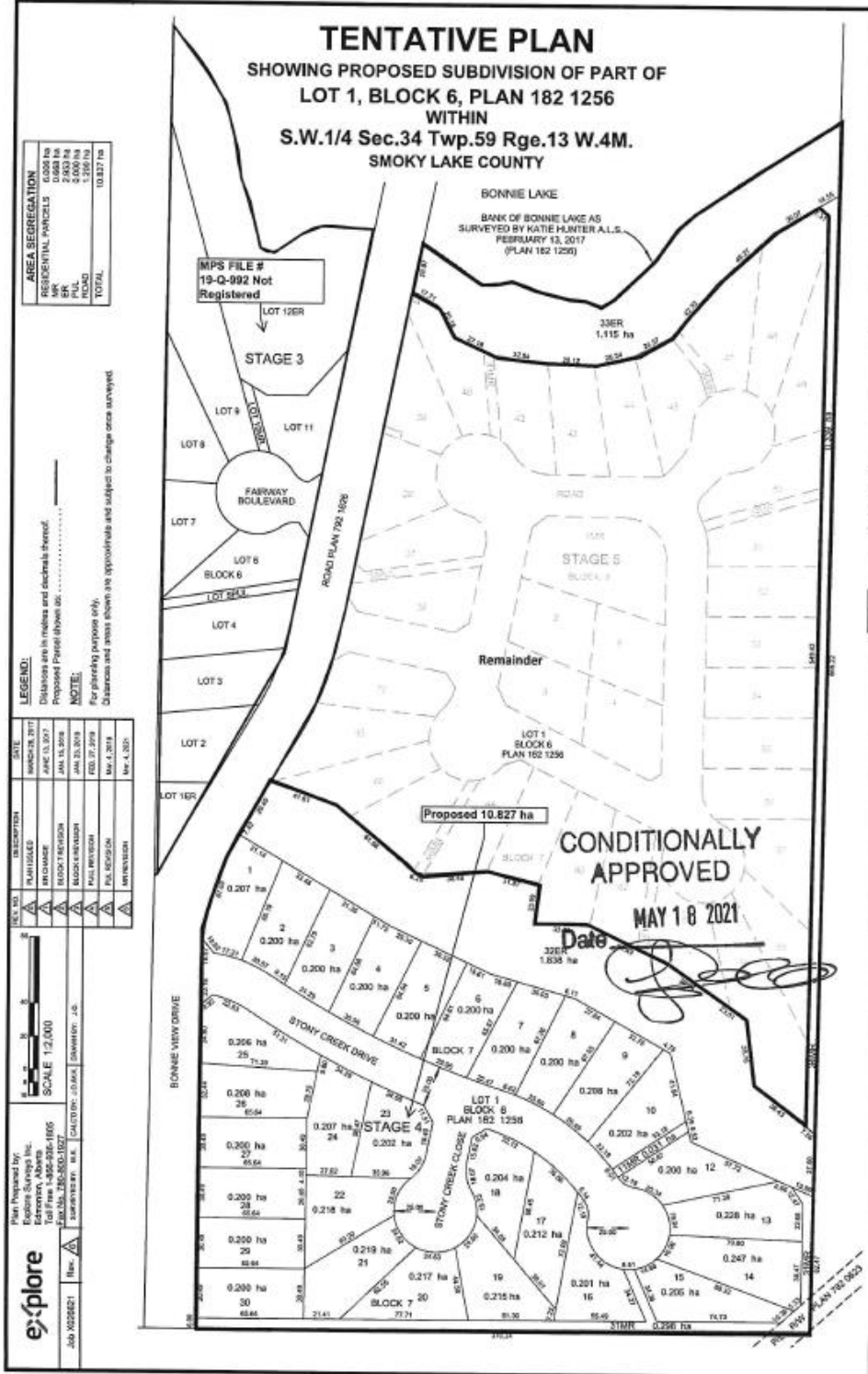
NOTES FOR INFORMATION PURPOSES ONLY: (These are not conditions of approval)

1. To arrange a time to sign the Development Agreement, please contact Jordan Ruegg, Planning & Development Manager for Smoky Lake County at 780-656-3730. The survey must be provided to Smoky Lake County **before** these documents can be executed.
2. In order to expedite consideration of the final approval and endorsement of this proposal, a letter from Smoky Lake County indicating that Conditions #1, #2, #3, #4, and #5, above have been satisfied should accompany any request for final approval or endorsement.
3. The subdivision is being approved because the land that is proposed to be subdivided is, in the opinion of the Subdivision Authority, suitable for the purpose for which the subdivision is

#206, 17511 - 107 Avenue | Edmonton | AB | T5S 1E5 | Phone: 780.486.1991 | Fax: 780.483.7326 | www.munplan.ab.ca

intended, and the proposal is considered by the Subdivision Authority to conform to the provisions of Smoky Lake County's Municipal Development Plan and Land Use Bylaw. The Subdivision Authority has not verified the availability of water on-site or the suitability of the soils on the site for sewage disposal; however, trucking services for such are available in the region. The matters listed in Section 7 of the *Subdivision and Development Regulation*, AR 43/2002, and submissions made by adjacent land owners were considered with care.

4. The proposed subdivision may be affected by a permanent, naturally occurring body of water or watercourse. The Province has an interest in the Crown ownership of Provincial waterbodies/or Public Land boundaries in Alberta. **Development or water diversion may not occur in waterbodies, watercourses or Public Lands without prior consultation and approval from Alberta Environment and Parks.** If you have any questions about development on or near water bodies, watercourses or public land please contact Alberta Environment and Parks prior to undertaking any activity within or near the wetland.
5. It is the landowner's responsibility to ensure they contact Alberta One Call to ensure no facilities are disrupted.
6. All new private sewage disposal systems must meet the requirements of the *Private Sewage Disposal Regulation*, AR 229/1997. In this regard please contact an accredited private sewage inspector or Alberta Municipal Affairs before any sewage system is either constructed or altered.
7. The following information is provided as required by Section 656(2)(a) of the Municipal Government Act. Any appeal of this decision lies to the Land and Property Rights Tribunal, whose address is 1229 - 91 Street SW, Edmonton, Alberta, T6X 1E9 (phone 780-427-4864).
8. The Subdivision Authority for Smoky Lake County is "S. Jane Dauphinee".



APPENDIX F – DEVELOPMENT AGREEMENT: SUBDIVISION FILES 19-Q-992 & 21-R-320

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 30th day of APRIL, A.D., 2021.

BETWEEN:

SMOKY LAKE COUNTY
a Municipal Corporation
Box 310
4612 McDougall Drive
Smoky Lake, Alberta, T0A 3C0
Phone: 780-656-3730

(hereinafter called "the Municipality")

OF THE FIRST PART

- AND -

BASCOR DEVELOPMENTS LTD.
50, 54403 RGE RD 251
Sturgeon County Alberta, T8T 0B5

(hereinafter collectively called "the Developer")

OF THE SECOND PART

WHEREAS:

- A. The Developer is the registered owner of those lands situated in the Municipality as described in Schedule "A" attached to this Agreement.
- B. The Developer proposes to develop part or all of the lands (hereinafter referred to as "the Development Area") as shown on the Plan attached as Schedule "B" to this Agreement.
- C. The Developer and the Municipality have agreed that the Developer may develop the Development Area in Stages, as indicated in Schedule "B" attached to this Agreement.
- D. The Municipality and the Developer are agreeable to the development of Municipal Improvements and the Development Area by the Developer in accordance with the provisions of this Agreement.
- E. The Municipality and the Developer have agree to enter into this Agreement to ensure adequate and timely provision of required services within the Development Area.
- F. The Municipality and the Developer agree that the Developer shall construct and install the Municipal Improvements required throughout the Development Area at the Developer's sole expense.

- G. 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.
- 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 or things relating to the development of the Development Area, shall be subject to the terms, conditions and covenants hereinafter set forth:

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

1. INTERPRETATION

- 1.1. "Approved Design Drawings" shall mean plans and specifications prepared by the Developer's Consultant covering the design, construction, location and installation of all Municipal Improvements, and shall include the procedures and actions for the overall implementation and coordination of activities for the construction and installation of the Municipal Improvements. The Approved Design Drawings shall be stamped by a professional engineer practicing within the Province of Alberta.
- 1.2. "Commencement of Construction" or "Commence Construction" shall mean the date upon which the Developer commences the actual grading of the Development Area for purposes of servicing the Development Area, or such other date as may be agreed upon in writing by the Municipality and the Developer.
- 1.3. "Developer's Consultant" shall mean the consulting professionals retained by the Developer and shall include, but not be limited to professional engineers, landscape architects, land use planners and land surveyors.
- 1.4. "Development Area" shall mean that portion of the lands legally described in Schedule "A" and which are delineated and outlined on the map as "Stage 3" and "Stage 4" attached hereto as Schedule "B" to this Agreement.
- 1.5. "Development Construction Completion Certificate" shall mean a Certificate issued by the Municipality, as contemplated in Section 10, certifying completion of the Municipal Improvements, or a portion thereof, once the Municipal Improvements have been constructed and installed by the Developer to the satisfaction of the Municipality in accordance with this Agreement.
- 1.6. "Development Final Acceptance Certificate" shall mean a written acceptance, as contemplated in Section 10, issued by the Municipality for the Municipal Improvements, or a portion thereof, upon the completion of any repairs for defects or deficiencies and the expiration of the Guarantee Period.
- 1.7. "Franchise Utilities" shall mean electrical power and natural gas utilities.
- 1.8. "Final Acceptance Certificate" shall mean a certificate issued by the Municipality to the Developer following the installation of the Municipal Improvements, verifying the Municipality's final approval of said Municipal Improvements, and removing all obligations of the Developer with respect to said Municipal Improvements.

- 1.9. "Final Acceptance Inspection" shall mean an inspection conducted by the Municipality at the request of the Developer after installation of the Municipal Improvements has been completed and prior to the expiry of the Guarantee Period.
- 1.10. "Guarantee Period" with respect to Municipal Improvements, subject to Sections 10 and 11 of this Agreement, shall mean:
- (a) a period of one (1) year for electrical power; and
 - (b) a period of two (2) years for all other Municipal Improvements, including landscaping.
- The Guarantee Period is exclusive of the *Builders' Lien Act*, R.S.A. 2000, c. B-7, as amended from time to time.
- 1.11. "Lands" shall mean those lands legally described in Schedule "A" to this Agreement.
- 1.12. "Landscaping" includes the modification or enhancement of a site:
- (a) by means of the growing or planting of any type of vegetation whatsoever;
 - (b) by means of the installation, construction or placement of inanimate materials such as brick, stone, concrete, tile and wood (excluding monolithic concrete and asphalt); and
 - (c) by means of the alteration of any grades or elevations of the surface of the site which is not done solely for purposes of drainage control.
- 1.13. "Municipal Improvements" shall mean and include, within the Development Area, those services and facilities identified in in the Approved Design Drawings, attached as Schedule "C" to this Agreement.
- 1.14. "Municipality" shall mean Smoky Lake County, executing this Agreement as the development or subdivision authority, and the Municipality shall be represented by the Municipality's Chief Administrative Officer or as otherwise designated by the Municipality.
- 1.15. "Plan of Subdivision" or "Plans of Subdivision" shall mean the subdivision or subdivisions which subdivide the Development Area into separate lots for further development.
- 1.16. "Public Property" or "Public Properties" shall include all properties within and adjacent to the Development Area to be owned or administered by the Municipality, including roadways, utility rights-of-way or easements, following the registration of the Plan of Plans of Subdivision for the Development Area.
- 1.17. "Stages" means the stage of the development of the Development Area, and "Stage" means any one of those Stages.

2. PLAN OF SUBDIVISION

- 2.1. The Municipality agrees that, subject to the other requirements of this Agreement, the Developer may proceed with the development of "STAGE 3" and "STAGE 4", (bounded in red, on the tentative plan

attached as Schedule "B" of this Agreement) of the Development Area upon registration of a Plan of Subdivision.

- 2.2. The Developer agrees that it shall comply fully with all conditions of the subdivision approval imposed by the subdivision authority. For greater clarity, these conditions include the following:
- (a) That prior to the registration of an instrument effecting this plan, the registered owner and/or developer enter into a development agreement with Smoky Lake County, pursuant to Section 655 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, which development agreement shall be registered by way of caveat against the title of the proposed parcels. This development agreement shall, amongst other matters address, to the satisfaction of Smoky Lake County, the matter of construction of all municipal services (roads (new and upgraded) required to give access to the development, stormwater management facilities, and public utilities) relating to the site to appropriate standards. This development agreement will include requirements to provide detailed engineering requirements and security based on appropriate cost estimates for the completion of deficiencies, all to the satisfaction of Smoky Lake County. Additionally, the development agreement will also contain the provision that no occupancy of any building on the subject site shall occur until the matters described within the development agreement have been constructed to the satisfaction of the Smoky Lake County or appropriate guarantees for the completion of deficiencies have been received by Smoky Lake County.
 - (b) That prior to endorsement of an instrument effecting this plan, approaches, including culverts and crossings to the proposed parcels and the residual of the land, be provided at the owner's and/or developer's expense and to the satisfaction of Smoky Lake County.
 - (c) That in accordance with Sections 661, 666 and 667 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, prior to endorsement of an instrument effecting this plan, money-in-place of Municipal Reserve be provided in the amount of \$31.90. This sum of money shall be forwarded to Smoky Lake County and accounted for by them in accordance with Section 671(4) of the *Municipal Government Act*.
 - (d) That prior to endorsement of an instrument effecting this plan, the Subdivision Authority be provided with wither:
 - (i) a drawing showing the location of required Public Utility Rights-of-way, or
 - (ii) a letter from the Smoky Lake County indicating that Public Utility Rights-of-way are not required within the proposed parcels.
 - (e) That if Condition 2.2(d)(i) is undertaken, or if Smoky Lake County indicates that Public Utility Rights-of-way are required, then concurrent with the instrument effecting this subdivision, appropriate Public Utility Rights-of-way will be registered vs. the affected Lots on this Plan or the remainder of the titled area.
 - (f) That taxes are fully paid when final approval (endorsement) of the instrument effecting the subdivision is requested.

3. APPROVED DESIGN DRAWINGS

- 3.1. Prior to commencing construction and installation of the Municipal Improvements within any Stage of the Development Area, the Developer shall submit Approved Design Drawings for that Stage to the Municipality for approval. The Approved Design Drawings shall give all necessary details of the Municipal Improvements to be constructed by the Developer, including any necessary specifications to be attached hereto.
- 3.2. The Municipality agrees that it shall not unduly delay in granting its approval, or in rejecting the Approved Design Drawings which have been submitted by the Developer to the Municipality. The Municipality shall notify the Developer in writing (email being an acceptable form of notice) upon the Municipality's approval of the Approved Design Drawings.
- 3.3. If the Municipality does not approve any portion of the Approved Design Drawings, the Developer shall be entitled to refer any matter in dispute to the Municipality's Council and the decision of the Municipality's Council shall be final and binding and any such dispute or difference shall not be subject to arbitration.
- 3.4. The Developer covenants and agrees that the Approved Design Drawings for Landscaping for Public Properties shall include all Landscaping required by the Municipality including, but not so as to limit the generality of the foregoing, Landscaping of all utility rights-of-ways and public walkways, construction berms, construction of uniform fencing, installation of recreational equipment and facilities and the Landscaping of other Public Properties.
- 3.5. Subject to the terms of this Agreement, it is understood and agreed between the Municipality and the Developer that the Developer shall be entitled to construct the Municipal Improvements for each Stage in accordance with the Approved Design Drawings for that particular Stage.
- 3.6. It is understood and agreed that the Municipality's approval of the Approved Design Drawings for the Municipal Improvements shall be in principle only and, in the case of unforeseen conditions which may adversely affect development, or in the case where a Municipal Improvement to be built in accordance with the Approved Design Drawings would not be suitable for the purposes intended, the detailed design specifications for any of the Municipal Improvements shall be subject to review and revision, from time to time, by the Municipality in accordance with accepted engineering and construction practices.
- 3.7. In the event of an unforeseen circumstance, any changes proposed to the Approved Design Drawings by the Developer must be approved in writing by the Municipality.
- 3.8. The Developer shall not Commence Construction and installation of the Municipal Improvements, or any portion, until such time as the Municipality has issued the Approved Design Drawings.
- 3.9. The Developer acknowledges and agrees that the Approved Design Drawings:
 - (a) are suitable for the intended purpose;
 - (b) comply with any required federal, provincial or municipal legislation or regulation; and
 - (c) are in accordance with standard acceptable engineering and construction practices.

- 3.10. The Developer agrees to provide to the Municipality a drawing showing the location of existing and proposed trails within the Development Area, which said drawing will be included in this Agreement as a separate Schedule.

4. DRAINAGE STANDARDS

- 4.1. The Developer covenants that the Approved Design Drawings pertaining to the construction and installation of all storm water management systems both within private lands and public property, all testing associated with storm water management systems (including testing for the height of water tables, soil alkalinity and soil compaction), all necessary approvals from Alberta Environment and Parks and other affected approving authorities, and the maintenance of all storm water management systems during the Guarantee Period shall be undertaken and conducted in accordance with accepted engineering and construction practices.
- 4.2. It is agreed between the Municipality and the Developer that all of the storm water management standards and approved lot grading plans shall be and hereby constitute covenants running with the lands and are binding upon the Developer and any subsequent owners of any lots within the Development Area.
- 4.3. The Developer covenants and agrees that prior to the Development Construction Completion Certificate being issued for any of the Municipal Improvements to be constructed and installed within the Development Area, that the Developer shall undertake and complete to the satisfaction of the Municipality such grading work as may be necessary to ensure that all lots within the Development Area have positive drainage. Upon issuance of the Development Construction Completion Certificate, it shall be the responsibility of the landowner of a lot to ensure that no unacceptable ponding of water occurs within said lot, and that the finished elevations at all corners of the lot shall conform to an approved surface drainage plan. Any changes to the Approved Design Drawings must be approved, in writing, by the Municipality.

5. CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS

- 5.1. The Municipality agrees that the Developer shall be entitled to construct and install the Municipal Improvements in Stages as shown on Schedule "B" of this Agreement.
- 5.2. The Municipality and the Developer agree that the base of the roads to be constructed by the Developer pursuant to this Agreement shall be constructed to an asphalt standard to a completed gravel surface. Furthermore, the Developer shall provide potential buyers of the said lots with a disclosure statement that an asphalt or other permanent oiled surfacing within the subdivision phases will be undertaken through a petition of residents of the said subdivision and the County will cause the work to be undertaken through a Local Improvement Levy pursuant to the *Municipal Government Act*.
- 5.3. The Developer shall complete the construction and installation of the Municipal Improvements, at the Developer's own cost and expense, for all Stages of the Development Area.
- 5.4. The Developer warrants to the Municipality that all of the Municipal Improvements shall be constructed and installed in a good and workmanlike manner, in strict conformance with the Approved Design Drawings and proper and accepted engineering and construction practices, in accordance with the terms of this Agreement, and in accordance with the requirements of law applicable to the work.

- 5.5. At all times during the construction and installation of the Municipal Improvements and during all work by the Developer or its agents related thereto:
- (a) The Municipality shall have free and immediate access to all records of or available to the Developer and the Developer's Consultant 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.
 - (b) The Municipality may:
 - (i) exercise such inspection of the performance of the work as the Municipality may deem necessary and advisable to ensure to the Municipality the full and proper compliance by the Developer with the Developer's undertakings to the Municipality, and to ensure the proper performance of the work;
 - (ii) reject any design, material or work which is not in accordance with the Approved Design Drawings, or accepted engineering and construction practices;
 - (iii) order that any unsatisfactory work be re executed at the Developer's cost;
 - (iv) order the re execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost;
 - (v) order the Developer within a reasonable time to bring on the job and use additional labour, machinery and equipment, at the Developer's cost, as the Municipality deems reasonably necessary to the proper performance of the work;
 - (vi) order that the performance of the work or part thereof be stopped until the said orders can be obeyed; and
 - (vii) order the testing of any materials to be incorporated in the work and the testing of any Municipal Improvements.
- 5.6. Notwithstanding anything expressed or implied in the preceding Section, it is agreed between the Municipality and the Developer:
- (a) that 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;
 - (b) that 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; and
 - (c) that nothing set forth in the preceding Section 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.

- 5.7. The Developer covenants and agrees that during the construction and installation of the Municipal Improvements, and during the Guarantee Period for the Municipal Improvements, that the Developer shall pay all contractors and other parties hired by the Developer to fulfill the Developer's obligations under this Agreement and that the failure of the Developer to pay any such contractors or other parties shall constitute a breach of this Agreement by the Developer unless there is a bona fide dispute between the Developer and the contractor or other party.
- 5.8. The Developer shall take effective measures to reasonably control dust and dirt in and around the Development Area, including, and without limiting the generality of the foregoing, on any loam stockpile site so that dust and dirt originating therein shall not be conveyed therefrom by any means whatsoever or cause annoyance or become a nuisance to property owners and others within or adjacent to the Development Area. The Developer is solely responsible for ensuring dust and dirt control within the Development Area; the Developer is also responsible for ensuring that work done by the Developer or its contractors in and around the Development Area does not result in dust or dirt becoming an annoyance or nuisance.
- 5.9. In the event that the Municipality deems that there are dust or dirt problems, the Municipality shall attempt to notify the Developer of the problem by telephone or the Developer's Consultant. The Developer shall rectify the problem within Seventy-two (72) hours of the notice by taking effective measures to control the dust or dirt problem. The Seventy-two (72) hours notice may be waived or shortened by the Municipality:
 - (a) in an emergency (as deemed by the Municipality);
 - (b) if the Municipality is not able to contact the Developer or its Consultant; or
 - (c) if the Developer by its conduct or statements leaves the Municipality with the impression that it will not perform the necessary work within the required time frames.

The Municipality may take effective measures to control the dust and dirt problem after expiry of the notification period, or if the notice is waived. Such measures shall be at the expense of the Developer and the Municipality shall within Seventy-two (72) hours notify the Developer of the action taken by the Municipality.

- 5.10. Upon the completion of the work by the Developer, and prior to the issuance of Development Construction Completion Certificates for the Municipal Improvements, the Developer's Consultant shall submit to the Municipality a statement under his professional seal certifying that the Developer's Consultant has provided adequate periodic inspection services during the course of the work and that the Developer's Consultant is satisfied that the work has been completed in a good and workmanlike manner in accordance with the Approved Design Drawings and in accordance with accepted engineering and construction practices.
- 5.11. It is understood and agreed between the Municipality and the Developer that during the course of constructing the Municipal Improvements, the re-execution or replacement of unsatisfactory work which is of a minor nature (as determined by the Municipality in its sole discretion) and which does not pose a health or safety danger, may be re-executed or replaced by the Developer, in its discretion, at

any time prior to the request by the Developer for a Development Construction Completion Certificate for the Municipal Improvements in question.

- 5.12. Notwithstanding anything hereinbefore contained to the contrary, the Developer covenants and agrees that it shall guarantee and ensure to the Municipality that all Municipal Improvements shall have been installed and rendered operative in any part of the Development Area or Stage thereof, before any buildings or facilities are occupied, and that a Development Construction Completion Certificate must be issued by the Municipality prior to building.

6. USE OF PUBLIC PROPERTIES IN THE PERFORMANCE OF THE WORK

- 6.1. Pursuant to the Approved Design Drawings, the Municipality hereby grants to the Developer the right, permission and power to use, break up, dig, trench, or excavate along Bonnie View Drive (Road Plan 7921626), and otherwise to do such work therein and thereon as may be necessary from time to time to construct, develop, erect, lay, operate, maintain, repair, extend, relay and remove any Municipal Improvements forming part of the work of the Developer, as may be necessary for the purpose of this Agreement. The Developer shall be subject to a 75% Road Ban and shall enter into, and comply with, a Haul Road Agreement with Smoky Lake County prior to commencement of hauling.
- 6.2. Any damage caused by the Developer to Bonnie View Drive must be fixed and rectified by the Developer at his sole expense. In the event of such a circumstance, the restoration of Bonnie View Drive shall be considered part of the Municipal Improvements to be constructed and installed by the Developer and the Developer shall be required to obtain a Development Construction Completion Certificate and Final Acceptance Certificate for the restoration work.
- 6.3. During the course of construction and development of the Municipal Improvements, the Developer shall provide traffic safety signage/construction safety signage within the Development Area, to the satisfaction of the Municipality, at the Developer's sole expense.
- 6.4. 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 of work by the Developer.

7. INSTALLATION OF FRANCHISE UTILITIES

- 7.1. The Developer shall, at no cost to the municipality whatsoever, arrange for and ensure the installation, to the Municipality's satisfaction, of electric power and natural gas to the Development Area and within the streets adjoining the lots to be created in the Development 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 such installation of such services. Pursuant to Motion #639-21, the Municipality agrees to a 50% reduction in the costs charged by Smoky Lake County to the Developer, for the installation of gas lines within the roadways, exclusive of individual lots.
- 7.2. The said electric power and natural gas within the Development Area shall be installed within the roadways, utility lots or easement areas, in accordance with the Approved Design Drawings, 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 Development Area to hook up to such services upon paying the normal hook up fees charged by the Utility Company or franchise holder.

8. CONTRACTS FOR INSTALLATION OF THE MUNICIPAL IMPROVEMENTS

- 8.1. Notwithstanding anything contained in this Section, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the Municipality for the performance by the Developer of all the Developer's obligations as set forth in this Agreement; AND FURTHER the Developer acknowledges, understands and agrees that the Municipality shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.
- 8.2. The Developer covenants and agrees that 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 construct and maintain the Municipal Improvements, or any of them, shall provide:
 - (a) that the Third Party shall indemnify and save harmless the Municipality and the Developer from and with respect to any damages, claims or demands whatsoever (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 negligence of the Third Party's servants, agents or employees;
 - (b) the Third Party shall coordinate with the Municipality work forces and others to facilitate the installation of utilities and shall protect such utilities from damage;
 - (c) that 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.

9. COMPLIANCE WITH ALL APPROVED DESIGN DRAWINGS AND SPECIFICATIONS

- 9.1. Pursuant to the Approved Design Drawings, the Developer shall, at all times during the construction and installation of the Municipal Improvements comply fully with all terms, conditions, provisions, covenants and details as may be set out in the Approved Design Drawings, as approved by the Municipality, and such terms and conditions as may otherwise be required pursuant to this Agreement or be agreed upon in writing between the Municipality and the Developer.
- 9.2. The provisions of this Agreement shall be additional to and not in substitution for any law, whether Federal, Provincial or Municipal, prescribing requirements relating to construction standards and the granting of development, building and occupancy permits.

10. ACCEPTANCE OF MUNICIPAL IMPROVEMENTS

- 10.1. For purposes of this Section, the Municipality and the Developer agree that no Municipal Improvement shall be considered complete unless and until:

- (a) the Municipal Improvement has been fully constructed and installed in accordance with the Approved Design Drawings and accepted engineering and constructed practices;
 - (b) all testing has been completed and the results approved by the Municipality;
 - (c) all easements, utility rights-of-way and restrictive covenants have been registered in a form acceptable to the Municipality;
 - (d) all Public Properties which have been disturbed or damaged have been fully restored by the Developer;
 - (e) the Municipal Improvement is suitable for the purpose intended; and
 - (f) the Developer has provided the Municipality with any applicable operation plans, operation manuals or maintenance manuals, for the Municipal Improvements having special operation or maintenance requirements.
- 10.2. Upon the issuance of a Development Construction Completion Certificate by the Municipality for the Municipal Improvements, the Developer hereby acknowledges that all right, title and interest in the Municipal Improvements (excluding facilities owned by private utility companies) located on or under Public Properties (including utility rights-of-way and easement areas) vests in the Municipality without any cost or expense to the Municipality therefore, and the Municipal Improvements shall become the property of the Municipality.
- 10.3. Following the issuance of a Development Construction Completion Certificate for the Municipal Improvements, the Municipality agrees that it shall assume the normal operation and maintenance (excluding repairs or matters arising from inadequate or deficient design or construction) of the Municipal Improvements excluding Landscaping, fencing and facilities owned by private utility companies.
- 10.4. When the Developer claims that the Municipal Improvements for a particular Stage of the Development Area have been constructed and installed in accordance with the requirements of this Agreement, then the Developer shall give notice in writing (email being considered an acceptable form of notice) of such claimed completion to the Municipality.
- 10.5. Within fifteen (15) days of receipt of such claim of completion, the Municipality shall conduct and inspection of said Municipal Improvements deemed complete by the Developer, and the Municipality shall notify the Developer in writing of its acceptance (by the issuance of a Development Construction Completion Certificate) or rejection of the Municipal Improvements so completed.
- 10.6. Notwithstanding the preceding Section, the Municipality may give notice to the Developer of the Municipality's inability to conduct an inspection within the said fifteen (15) days due to adverse site or weather conditions, and in such an event the time limit for such an inspection shall be extended until fifteen (15) days following the elimination of such adverse site or weather conditions.
- 10.7. It is understood and agreed between the Developer and the Municipality that the notices required under Sections 10.5 and 10.6 shall be given only between the Municipality and the Developer and in no event shall either the Municipality or the Developer give such notices through any contractor or sub trade which may be engaged by the Developer in the construction of the Municipal Improvements.

- 10.8. In the event that any inspection contemplated in Section 10.5 reveals any deficiencies (ordinary wear and tear excepted) in relation to a particular Municipal Improvement, the Municipality may refuse to issue a Development Construction Completion Certificate for the Municipal Improvement and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements; PROVIDED, that upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request a further inspection and issuance of a Development Construction Completion Certificate. The Municipality shall prepare and issue a written report to the Developer's Consultant listing all of the deficiencies required to be rectified by the Developer prior to the Municipality issuing a Development Construction Completion Certificate for a Municipal Improvement.
- 10.9. Not more than ninety (90) days nor less than sixty (60) days prior to the expiration of any Guarantee Period for the Municipal Improvements or any portion thereof, the Developer shall give notice to the Municipality of expiration of the Guarantee Period for the Municipal Improvements and the Developer shall request a Final Acceptance Inspection in respect to the Municipal Improvements. The Developer's notice shall be accompanied by a list of any deficiencies as noted at the time of issuance of the Development Construction Completion Certificate.
- 10.10. Within fifteen (15) days of the receipt by the Municipality of a request for a Final Acceptance Inspection, the Municipality shall undertake an inspection of the Municipal Improvements and the Municipality shall within the said fifteen (15) days advise the Developer in writing of any deficiencies (ordinary wear and tear excepted) in relation to the Municipal Improvements (i.e. any deficiencies referred to by the Developer and any additional deficiencies); PROVIDED, that the provisions of Section 10.4, Section 10.5 and Section 10.6 shall also apply to any request for the issuance of a Final Acceptance Inspection.
- 10.11. In the event that the Final Acceptance Inspection identifies any deficiencies (ordinary wear and tear excepted) in relation to a particular Municipal Improvement, the Municipality may refuse to issue the Final Acceptance Certificate for the Municipal Improvements and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements; PROVIDED, that upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request that a further inspection and issuance of a Final Acceptance Certificate.
- 10.12. In the event that any inspection contemplated in Section 10.11 reveals that there are no deficiencies in relation to the Municipal Improvements, the Municipality shall issue in writing its Final Acceptance Certificate for the Municipal Improvements.
- 10.13. It is understood between the Municipality and the Developer that the Municipality shall be at liberty to issue a conditional Final Acceptance Certificate for the Municipal Improvements and such acceptance shall be conditional upon the completion of minor deficiencies by the Developer within Thirty (30) days.
- 10.14. Notwithstanding anything contained in this Agreement to the contrary, the Developer acknowledges and agrees that the Guarantee Period for the Municipal Improvements shall not expire before the issuance of a Final Acceptance Certificate for the Municipal Improvements by the Municipality to the Developer; PROVIDED, that in the event that either party refers to arbitration the Developer's right to the issuance of a Final Acceptance Certificate for the Municipal Improvement, the arbitrator shall, in accordance with the terms of this Agreement, determine the date upon which any such Final Acceptance Certificate is to be effective.

11. MAINTENANCE OF MUNICIPAL IMPROVEMENTS BY DEVELOPER

- 11.1. The Guarantee Period in respect to any of the Municipal Improvements shall commence with the Municipality's written Development Construction Completion Certificate for any such Municipal Improvements in good condition and repair (ordinary wear and tear excepted), and the Developer shall repair or replace the whole or any portion thereof during such Guarantee Period where such repair or replacement is required, as determined by the Municipality, as a result of any cause other than the neglect by the Municipality, its servants, agents or contractors in the use and operation thereof.
- 11.2. The Developer covenants that it shall fully comply with the Approved Design Drawings and accepted engineering and construction practices, in undertaking and completing the repair or replacement of any of the Municipal Improvements pursuant to the requirements of this Section.
- 11.3. The Developer covenants and agrees that in the event that the Municipality is of the opinion that any repair or replacement required during the Guarantee Period is of a major nature, the Municipality shall be entitled, in its discretion, to require a further full Guarantee Period for the particular Municipal Improvement, or portion thereof, and such further Guarantee Period shall commence upon the Municipality issuing a Development Construction Completion Certificate for the repair or replacement work.

12. UTILITY EASEMENTS AND OTHER INSTRUMENTS

- 12.1. The Approved Design Drawings, as approved by the Municipality, shall designate road allowances, public utility lots, easements or rights of way of widths adequate to the needs of the Municipality and utility companies, for the construction and installation of Municipal Improvements and services, natural gas, and power to and through the Development Area, and for storm drainage systems, and shall be of a width and in such locations as required by the Municipality.
- 12.2. The road allowances, public utility lots, easements and utility rights-of-way shall be granted and registered to the Municipality (without further compensation payable to the Developer):
 - (a) prior to Commencement of Construction within any Stage; or
 - (b) upon registration of a Plan of Subdivision for any Stage and prior to the sale of any lots covered by the Plan of Subdivision.
- 12.3. The Developer shall within One (1) month of registration of the Plan of Subdivision, and prior to the sale of any lots within the Development Area, provide to the Municipality proof of the registration of all road allowances, public utility lots, easements and utility rights-of-way required by the Municipality.
- 12.4. The Developer covenants that it shall register or cause to be registered against the Development Area or other lands controlled by the Developer, in a form acceptable to the Municipality, restrictive covenants and other instruments which are required by any subdivision approval for the Development Area or otherwise required under the terms of this Agreement, including, but not limited to:
 - (a) lot grading plan; and
 - (b) security caveat.

13. MAINTENANCE OF PUBLIC PROPERTIES

- 13.1. The Developer covenants and agrees that it shall, at the Developer's own cost and expense, be responsible for the cleanup and removal of all construction debris, foreign material and dirt from all Public Properties, including roadways, within and adjacent to the Development Area, subject to the following conditions:
- (a) it shall be the responsibility of the Developer to monitor the condition of Public Properties and take immediate action as necessary to comply with the provisions of this Section;
 - (b) in the event that the Municipality considers that any cleanup or removal of construction debris, foreign material or dirt is required during the period prior to the issuance of a Development Construction Completion Certificate, the Developer shall, within Forty-eight (48) hours of receiving notice from the Municipality, take all necessary action as determined by the Municipality, failing which, the Municipality may take action and charge back all costs and expenses to the Developer.

14. AMOUNTS PAYABLE UNDER THIS AGREEMENT

- 14.1. The Developer acknowledges and agrees that the Municipality and the Developer are properly and legally entitled to make provision in this Agreement, for the purposes specified herein, for the payment by the Developer to the Municipality of a lot endorsement fee of \$150.00 per registerable lot, excluding lots that are designated as Municipal Reserve, Environmental Reserve or as a Public Utility Lot, totaling \$5550.00 (\$150 x 37 registerable lots).
- 14.2. The lot endorsement fee referred to under Section 14.1 shall be paid to the Municipality by the Developer prior to the registration of a Plan of Subdivision.

15. DEFAULT BY THE DEVELOPER

- 15.1. In the event that the Municipality claims that the Developer is in default in the observance and performance of any of the terms, covenants or conditions of this Agreement, the Municipality may give the Developer Thirty (30) days notice in writing of such claimed default and requiring the Developer to rectify same within the said period of Thirty (30) days.
- 15.2. If the Developer denies that it is in default as claimed in such notice, the Developer shall within Ten (10) days of receipt of such notice request a reference to arbitration pursuant to the provisions of Section 17 hereof. If the Arbitrator confirms the claimed default, the Developer shall, notwithstanding the provisions of Section 17.1, have a period of Thirty (30) days from the receipt of the arbitration ruling within which to rectify such default.
- 15.3. The Developer agrees that in the event that the Municipality has given the Developer written notice of default and the Developer does not, within Ten (10) days of receipt of the written notice, dispute that it is in default, then the Developer shall conclusively be deemed to have acknowledged the default.
- 15.4. Notwithstanding anything to the contrary herein, in the event that the Municipality, in its discretion, considers it necessary to undertake any immediate work in connection with the construction, installation or repair of the Municipal Improvements in a situation which the Municipality considers to

be an emergency, the Municipality shall immediately notify the Developer of such situation and shall be entitled to then cause such work to be done; PROVIDED, that upon completion of said emergency work, the Municipality shall give notice in writing to the Developer if the Municipality claims that such repair work was made necessary by reason of a default on the part of the Developer in the observance or performance of the terms, covenants and conditions of this Agreement, and if the Developer denies the claimed default, it shall within Ten (10) days request a reference to arbitration pursuant to the provisions of Section 17 hereof.

- 15.5. The Developer agrees that the Municipality shall, for purposes of undertaking any emergency work, have free and uninterrupted access to all portions of the Development Area and any other areas under the control of the Developer and that the Municipality shall not be hindered nor restricted in any manner whatsoever in obtaining or exercising such right of access.
- 15.6. The decision of the Arbitrator in any reference respecting a claimed default on the part of the Developer shall be final and binding upon the Municipality and the Developer.
- 15.7. The Municipality and the Developer agree that any rights and remedies available to the Municipality whether specified in this Agreement or otherwise available at law, are cumulative and not alternative and the Municipality shall be entitled to enforce any right or remedy in any manner the Municipality deems appropriate in its discretion without prejudicing or waiving any other right or remedy otherwise available to the Municipality.

16. DISPUTE RESOLUTION

- 16.1. Subject to any other provisions of this Agreement to the contrary, if any dispute or difference between the Parties shall arise under this Agreement, either party may give to the other notice of such dispute or difference and refer such dispute or difference to the Municipality's Council for resolution.
- 16.2. The notice provided by one party of this Agreement to the other party shall provide specific details as to the nature of the dispute or difference referred to in Section 16.1 of this Agreement.
- 16.3. Should the Municipality and the Developer not be able to resolve the dispute or difference that was referred to Council pursuant to Section 16.1 of this Agreement, the dispute or difference shall be referred to a mediator for resolution pursuant to Section 17 of this Agreement.

17. MEDIATION

- 17.1. Should a dispute or difference referred to in Section 16 of this Agreement require mediation, the Municipality or the Developer shall provide written notice to the other party, and a mediator shall be appointed within thirty (30) days of said notice being received.
- 17.2. The mediator shall be agreed upon by both the Municipality and the Developer prior to the dispute or difference being mediated.
- 17.3. In the event that the Municipality and the Developer shall be unable to agree on a mediator, either party may refer the appointment of a mediator to a third-party.
- 17.4. Any costs incurred due to mediation shall be shared equally by the Municipality and the Developer.

- 17.5. Should the Municipality and the Developer not be able to resolve the dispute or difference that was referred to a mediator pursuant to Section 17 of this Agreement, the dispute or difference shall be referred to an arbitrator for resolution pursuant to Section 18 of this Agreement.

18. ARBITRATION

- 18.1. Arbitration hereunder shall be by a reference to an independent person to be selected jointly by the Municipality and the Developer, and his decision shall be final and binding. In the event that the Municipality and the Developer shall fail to agree on an arbitrator within thirty (30) days of either party giving to the other party notice of a dispute or difference, then an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.
- 18.2. All charges, fees and expenses of the arbitrator shall be borne and paid by the Municipality or the Developer, or proportionately by both the Municipality and the Developer, depending upon their respective fault as found by the arbitrator.
- 18.3. Nothing in this Agreement shall 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 Municipality, the Committee of the Whole or the Council of the Municipality or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by the Municipality, the Committee of the Whole or the Council of the Municipality. In any such instance the discretion, decision, opinion or determination of the Municipality, the Committee of the Whole or the Council of the Municipality, as the case may be, shall be final and binding upon the Developer.

19. INDEMNITY AND SECURITY

- 19.1. The Developer shall indemnify and save harmless the Municipality from any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement.
- 19.2. The Developer covenants and agrees that it shall carry comprehensive liability insurance and that the following provisions shall apply to such insurance:
- (a) the Municipality shall be an additional insured in all public liability policies;
 - (b) all policies shall provide that an event of default on the part of the Developer, its servants or agents, shall not be an event of default on the part of the Municipality;
 - (c) none of the policies shall be cancelled unless Thirty (30) days prior written notice of cancellation is first given to the Municipality;
 - (d) copies of all policies of insurance shall immediately be provided to the Municipality upon written request by the Municipality; and
 - (e) the insurance policies shall have the following minimum limits of coverage:
 - (i) Public Liability or Property Damage - Bodily Injury - each person TWO MILLION (\$2,000,000.00) DOLLARS; each accident FOUR MILLION

(\$4,000,000.00) DOLLARS - Property Damage (aggregate) each accident FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS;

- (II) Automobile Public Liability and Third Party Property Damage - Owned and Non-Owned Vehicles – Bodily Injury - each person TWO MILLION (\$2,000,000.00) DOLLARS; each accident FOUR MILLION (\$4,000,000.00) DOLLARS - Property Damage, each accident FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS.

- 19.3. Upon registration of the Plan of Subdivision for the Development Area, the Municipality shall cause a caveat to be registered against the certificates of title for the lots within the Development Area until a Development Construction Completion Certificate has been issued by the Municipality to the Developer for the electrical power and roads within the Development Area. Upon the issuance of a Development Construction Completion Certificate for electrical power and roads within the Development Area, the Municipality shall discharge the caveat against the certificates of title for the lots within the Development Area and shall notify the Developer in writing of said discharge (email being an acceptable form of notice).
- 19.4. The Municipality covenants and agrees that the installation of gas services up to the property lines for the lots located within the Development Area shall be completed upon request of the Developer. The Municipality will not issue a Development Construction Completion Certificate for said gas services until all outstanding invoices related to the installation and construction of said gas services have been paid in full to the Municipality by the Developer. The municipality shall permit and cause the early registration of a Plan of Subdivision with the Alberta Land Titles Office after this Development Agreement has been signed and executed by the Municipality and the Developer, and once all of the conditions of the subdivision approval have been met by the Developer to the satisfaction of the Municipality. The Municipality shall notify the Developer in writing (email being an acceptable form of notice) once said conditions of subdivision approval have been met and accepted by the Municipality.
- 19.5. It is understood and agreed by the Developer that the Developer shall, during the currency of this Agreement (including the Guarantee Period for the Municipal Improvements prescribed by this Agreement for all Stages of the Development Area), maintain in full force and effect all security and liability insurance prescribed herein.
- 19.6. Any insurance herein required from the Developer may be required to be increased or decreased by the Municipality upon written notice to the Developer at any time during the currency of this Agreement if it shall appear to the Municipality in its discretion that the insurance related to a particular Stage is excessive or insufficient in relation to the costs or protection to the Municipality, for which insurance has been provided. Without limiting the generality of the foregoing the Municipality may require an increase in insurance if the Developer has failed to comply with terms of this Agreement, or if the Developer has been issued a notice of default under Section 15.
- 19.7. The amount of insurance to be provided for each Stage by the Developer to the Municipality may, in the sole and absolute discretion of the Municipality, be reduced on application by the Developer upon the Developer having received a Development Construction Completion Certificate or Final Acceptance Certificate for the Municipal Improvements in that Stage, or any of them, so completed.
- 19.8. In the event that the Municipality is of the opinion that:

- (a) a default by the Developer has not been rectified by the Developer in accordance with the provisions of this Agreement;
- (b) a default by the Developer has been rectified by the Municipality in accordance with the provisions of this Agreement and the Developer has failed to pay the costs and expenses of such rectification within Thirty (30) days after receipt from the Municipality of an account therefore;
- (c) emergency repair work has been done to Municipal Improvements by the Municipality in accordance with the provisions of this Agreement and the Developer fails to pay the costs and expenses of such repair work within Thirty (30) days after receipt from the Municipality of an account therefore;
- (d) the Developer by any act or omission is in default of any term, condition or covenant of this Agreement; or
- (e) the security to be provided by the Developer to the Municipality pursuant to this Agreement is due to expire within a period of Sixty (60) days and the Developer has not deposited with the Municipality a renewal or replacement of such security in terms and form acceptable to the Municipality's solicitors;

the Municipality may invoke the provisions of this Section, and make demands as payee and beneficiary under the irrevocable letter of credit provided by the Developer to the Municipality pursuant to the requirements of this Agreement.

- 19.9. In the event that the Municipality has negotiated, called upon, or otherwise received proceeds from, the security to be deposited by the Developer for any reason contemplated within this Agreement, then the Municipality shall be entitled to hold and apply any such funds as a security deposit in lieu of the original security.
- 19.10. In the event that the Municipality has negotiated or called upon the security to be deposited by the Developer with the Municipality, the Municipality may, at its option and discretion, use any funds thereby obtained in any manner the Municipality deems fit to discharge the obligations of the Developer pursuant to this Agreement.

20. DELIVERY OF DOCUMENTS TO MUNICIPALITY

- 20.1. Prior to the issuance of a Development Construction Completion Certificate for the above ground Municipal Improvements, the Developer shall, in addition to the requirements specified elsewhere in this Section, deliver to the Municipality all other documentation and information relating to the development of the Development Area which the Municipality considers, in its discretion, necessary or desirable for the delivery of municipal services to the Development Area and the Developer agrees that not less than Thirty (30) days prior to its application for a Development Construction Completion Certificate for the above ground Municipal Improvements that the Developer shall request from the Municipality a list of all documents and information required by the Municipality.
- 20.2. Forthwith upon the completion of the construction and installation of the Municipal Improvements for a particular Stage and the issuance of a Development Construction Completion Certificate for the same by the Municipality, the Developer shall, within Six (6) months following issuance of the Development

Construction Completion Certificate, deliver to the Municipality all inspection and testing records and "as built" Plans and records, as herein required (and as specified in the Design Standards), in a form and to standards specified by the Municipality which may include paper form, reproducible nylon, video tapes, computer records or design, or any other form required by the Municipality. The Final Acceptance Certificate shall not be issued until Eighteen (18) months have elapsed subsequent to the date of the submission of the records and the as built drawings; AND PROVIDED, that the Final Acceptance Certificate shall not be issued prior to the expiration of the Guarantee Period.

21. COMPLIANCE WITH LAW

- 21.1. The Developer shall at all times comply with all legislation, regulations and municipal bylaws and resolutions relating to the development of the Development Area by the Developer.
- 21.2. 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 governmental authority.
- 21.3. 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.
- 21.4. 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.

22. GENERAL

- 22.1. The validity and interpretation of this Agreement and of each part hereof shall be governed by the laws of the Province of Alberta.
- 22.2. The parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.
- 22.3. A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.
- 22.4. Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, or by registered mail sent to, the respective addresses of the parties being:

SMOKY LAKE COUNTY
BOX 310
SMOKY LAKE, ABT0A 3C0
PHONE: 780-656-3730
FAX: 780-656-3768
Email: cao@smokylakecounty.ab.ca
ATTENTION: CHIEF ADMINISTRATIVE OFFICER

BASCOR DEVELOPMENTS LTD.
50, 54403 RGE RD 251
Sturgeon County Alberta, T8T 0B5
PHONE: 780-498-6585
FAX: 780-973-6589
Email: ebasaraba@telus.net

ATTENTION: ED BASARABA, PRESIDENT

PROVIDED, HOWEVER, that such addresses may be changed upon Ten (10) days notice; if a notice is mailed it is deemed to be received Seven (7) days from the date of mailing; AND PROVIDED, FURTHER, that if 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.

- 22.5. The parties covenant and agree that in addition to the provisions contained in the text of this Agreement, the parties shall be bound by the additional provisions found in all Schedules of this Agreement as if the provisions of those Schedules were contained in the text of this Agreement.
- 22.6. The Developer acknowledges and agrees that the Municipality shall be at liberty, pursuant to the Municipal Government Act (Alberta), upon the execution of this Agreement, to file at the Land Titles Office for the North Alberta Land Registration District a caveat against the Development 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.
- 22.7. This Agreement shall not be assignable by the Developer without the express written approval of the Municipality. Such approval shall be subject to Section 21.8 and may be withheld by the Municipality in its discretion. This Agreement shall inure to the benefit of, and shall remain binding upon, the heirs, executors, administrators, attorney under a power of attorney, and other personal representatives of the all individual parties and there respective estates, and shall inure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate parties.
- 22.8. It is understood between the Municipality and the Developer that no assignment of this Agreement by the Developer shall be permitted by the Municipality unless and until:
 - (a) the proposed assignee enters into a further agreement with the Municipality whereby such assignee undertakes to assume and perform all of the obligations and responsibilities of the Developer as set forth in this Agreement; and
 - (b) the proposed assignee has deposited with the Municipality all insurance and security as required by the terms of this Agreement.
- 22.9. Time shall in all respects be of the essence in this Agreement.
- 22.10. Providing that the Developer is not in default of any of the provisions of this Agreement or any condition of subdivision approval:
 - (a) the Municipality shall, at the request of the Developer, deliver to Alberta Environment and Parks any confirmations or undertakings reasonably required (and in respect of which the Municipality

can attest) in order for the Developer to obtain any necessary permits and licenses from Alberta Environment and Parks; and

- (b) the Municipality may apply for grant money for construction of the Municipal Improvements. However, it is expressly understood and agreed that:
 - (i) the Municipality has made no representations to the Developer whatsoever, regarding the availability of any grant monies or the qualification of the Municipal Improvements for any grant monies;
 - (ii) the Municipality shall not be liable to the Developer, nor shall the Developer's liability hereunder be affected if any grant monies are not received by the Municipality; and
 - (iii) although the Municipality will work with the Developer to obtain grants for the Municipal Improvements, the Municipality need not apply for such grants if they will negatively impact grants for other Municipality related projects.


23. EXECUTION OF AGREEMENT

23.1. The Developer hereby acknowledges that it is hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that the Developer is executing this Agreement freely and 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 and year first above written.

SMOKY LAKE COUNTY

Per: 
Reeve

Per: 
Chief Administrative Officer

BASCOR DEVELOPMENTS LTD.

Per: 

Per: _____

SCHEDULE "A" - LEGAL DESCRIPTION OF LANDS

DESCRIPTIVE PLAN 1821256

BLOCK 6

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 24.8 HECTARES (61.28 ACRES) MORE OR LESS

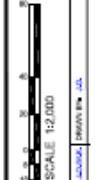
**Schedule
"B"
THE
DEVELOPMENT
AREA & STAGES**

TENTATIVE PLAN
SHOWING PROPOSED SUBDIVISION OF
LOT 1, BLOCK 6, PLAN 182 1256
WITHIN
S.W.1/4 Sec.34 Twp.59 Rge.13 W.4M,
SMOKY LAKE COUNTY

AREA SEGREGATION	
RESIDENTIAL PARCELS	12,504
ER	4,137
PL	0,101
RD	3,189
TOTAL	20,931

LEGENDS
 ■ Parcels are in meters and decimals thereof.
 --- Proposed Parcel shown as.....
NOTE:
 For planning purposes only.
 ■ Parcels and areas shown are approximate and subject to change once surveys.

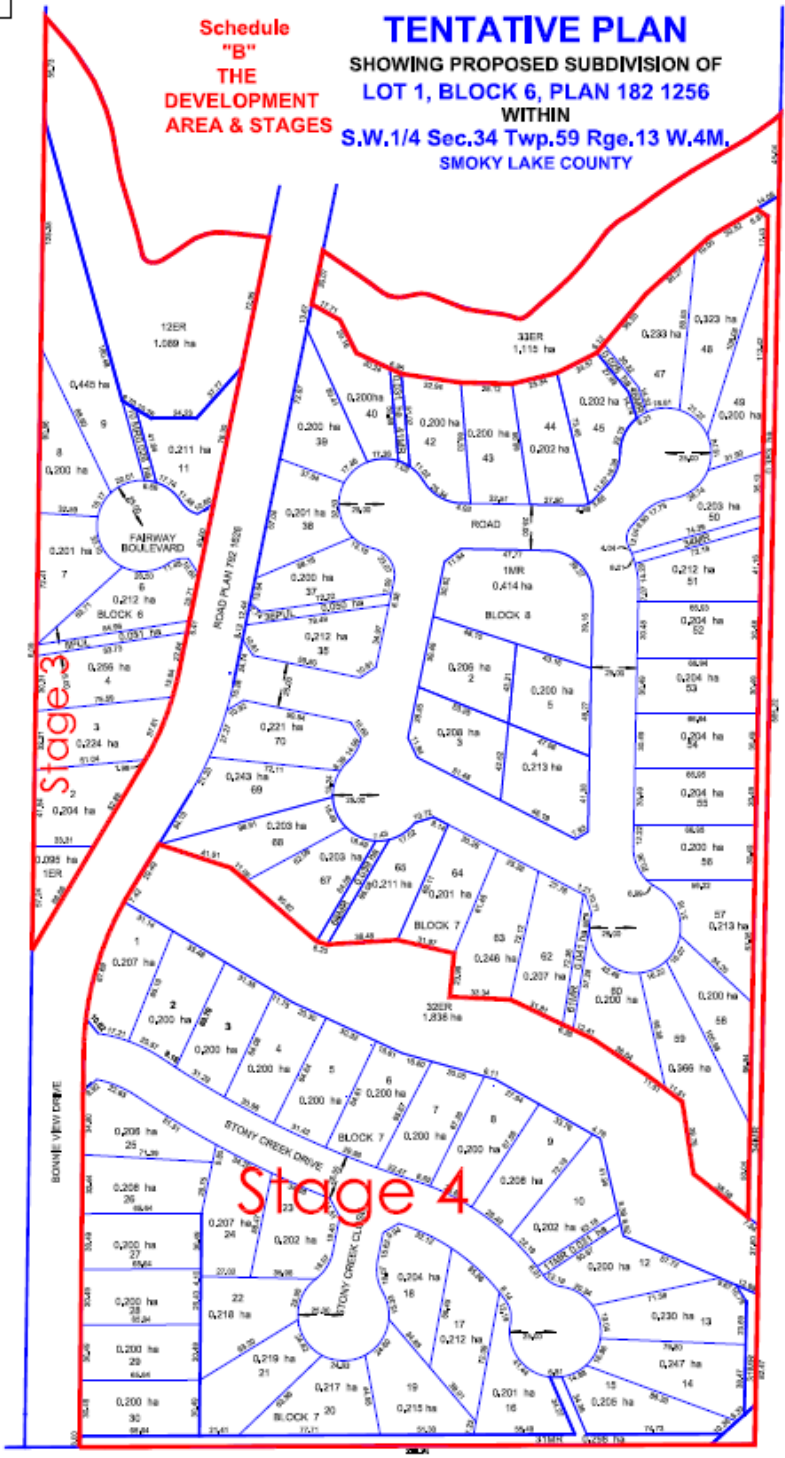
REV. NO.	DESCRIPTION	DATE
1	PLAN REVISION	MARCH 14, 2021
2	REV CORRECTION	APRIL 13, 2017
3	BLOCK 7 REVISION	JAN. 8, 2018
4	BLOCK 6 REVISION	JAN. 8, 2018
5	PLAN REVISION	MAY 31, 2018



Plan Prepared by:
Explore Services Inc.
 1111 Front Street, Suite 205
 Smoky Lake, Alberta T8A 1S7
 Tel: 403-874-1000
 Fax: 403-874-1001
 www.exploreservices.com

Rev.

JOB: X11001-S



SCHEDULE "C" - MUNICIPAL IMPROVEMENTS

Municipal Improvements shall mean and include all of the improvements shown on the Approved Design Drawings, certified and stamped by a professional engineer practicing in the Province of Alberta, and attached hereto.

**BASCOR DEVELOPMENTS LTD.
 BONNIE LAKE RESORT**

PROJECT NAME:


PROJECT ADDRESS:
 LOT 1, BLOCK 6, PLAN 182 1256
 E 1/2 OF S.W. 1/4 SEC 34 TWP. 59 RGE 13 W4
 SMOKY LAKE COUNTY, ALBERTA

REVISION:

ISSUED FOR TENDER - APR 05, 2021

DEVELOPER: BASCOR DEVELOPMENTS LTD.

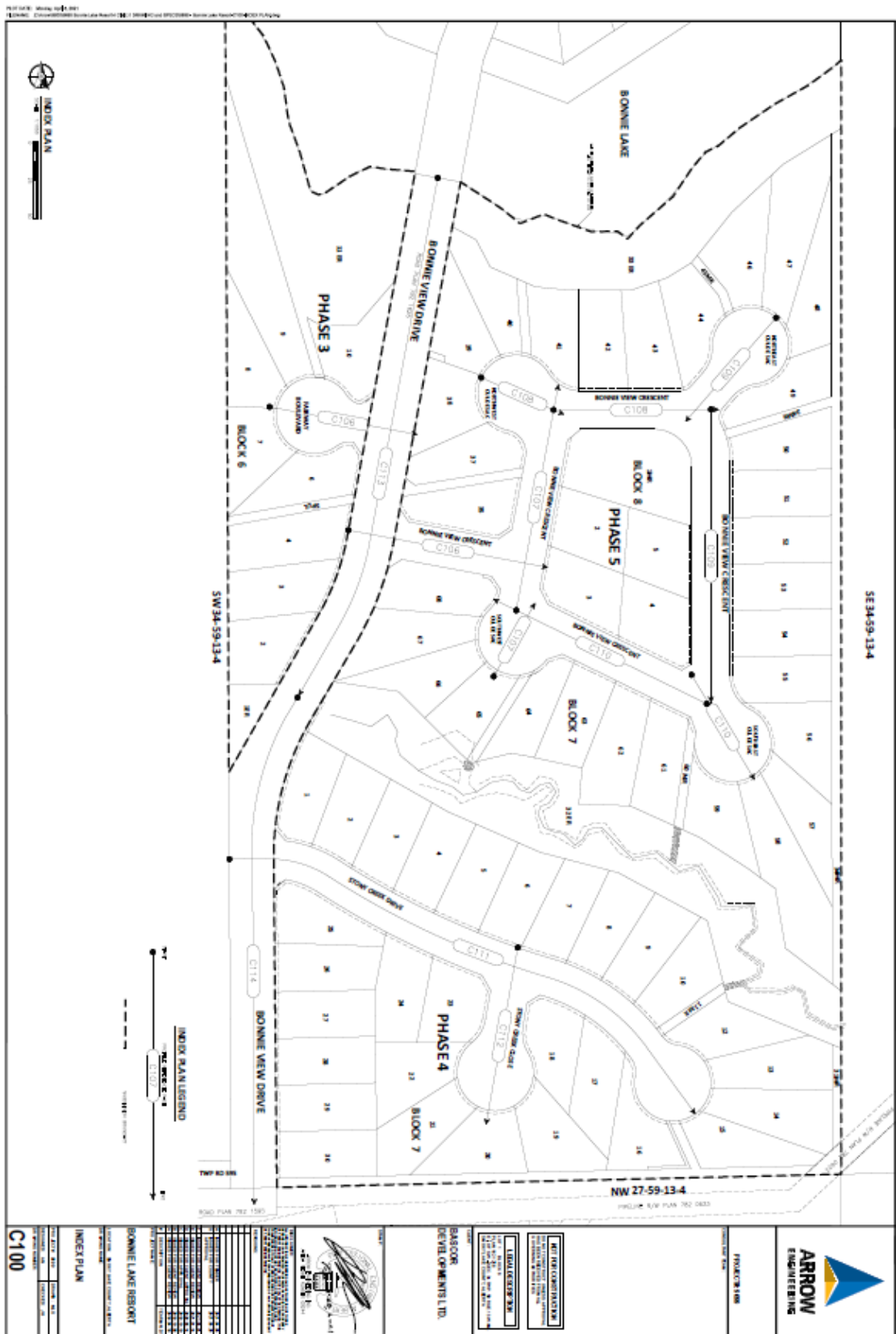


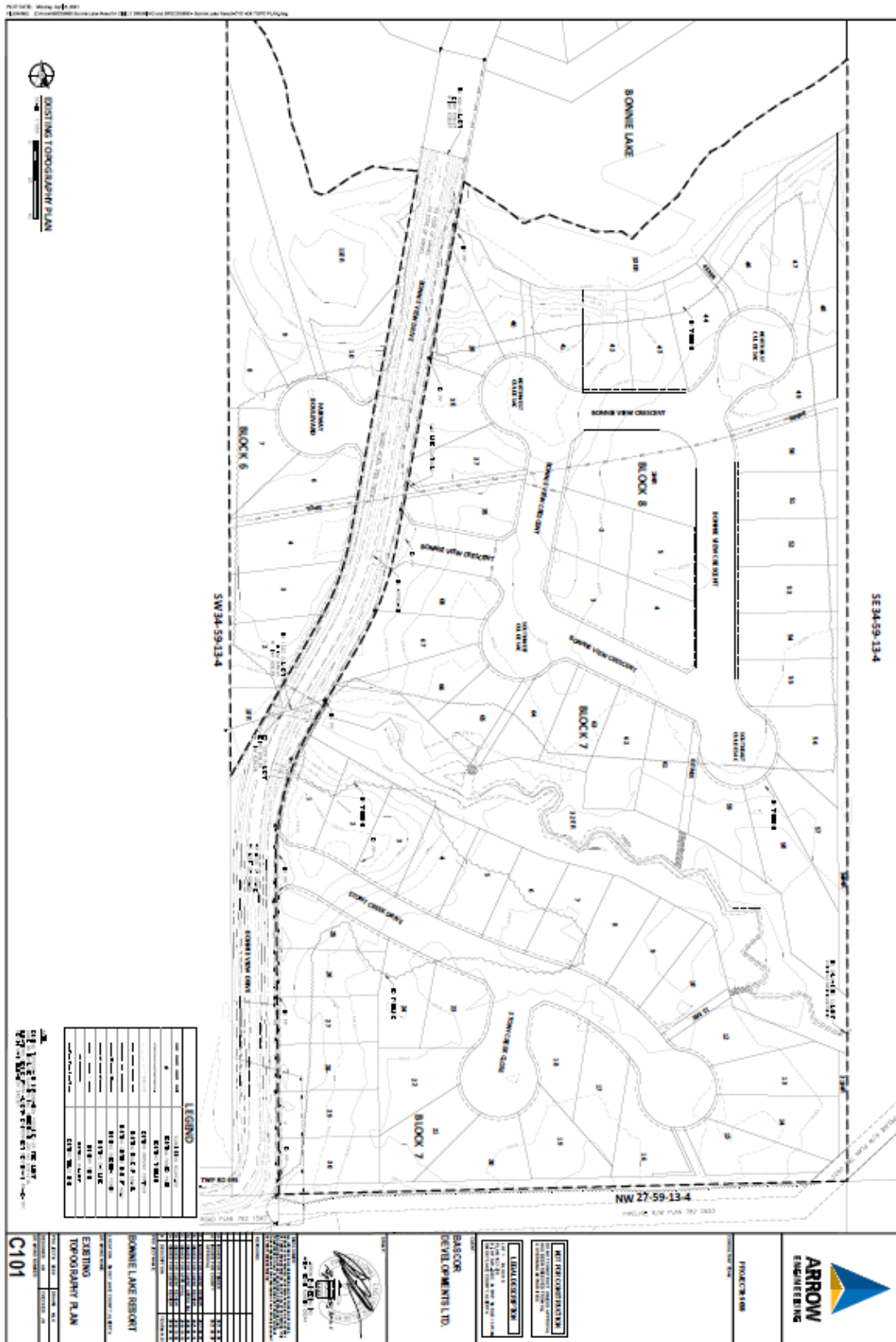
 KEY PLAN
 1:20,000

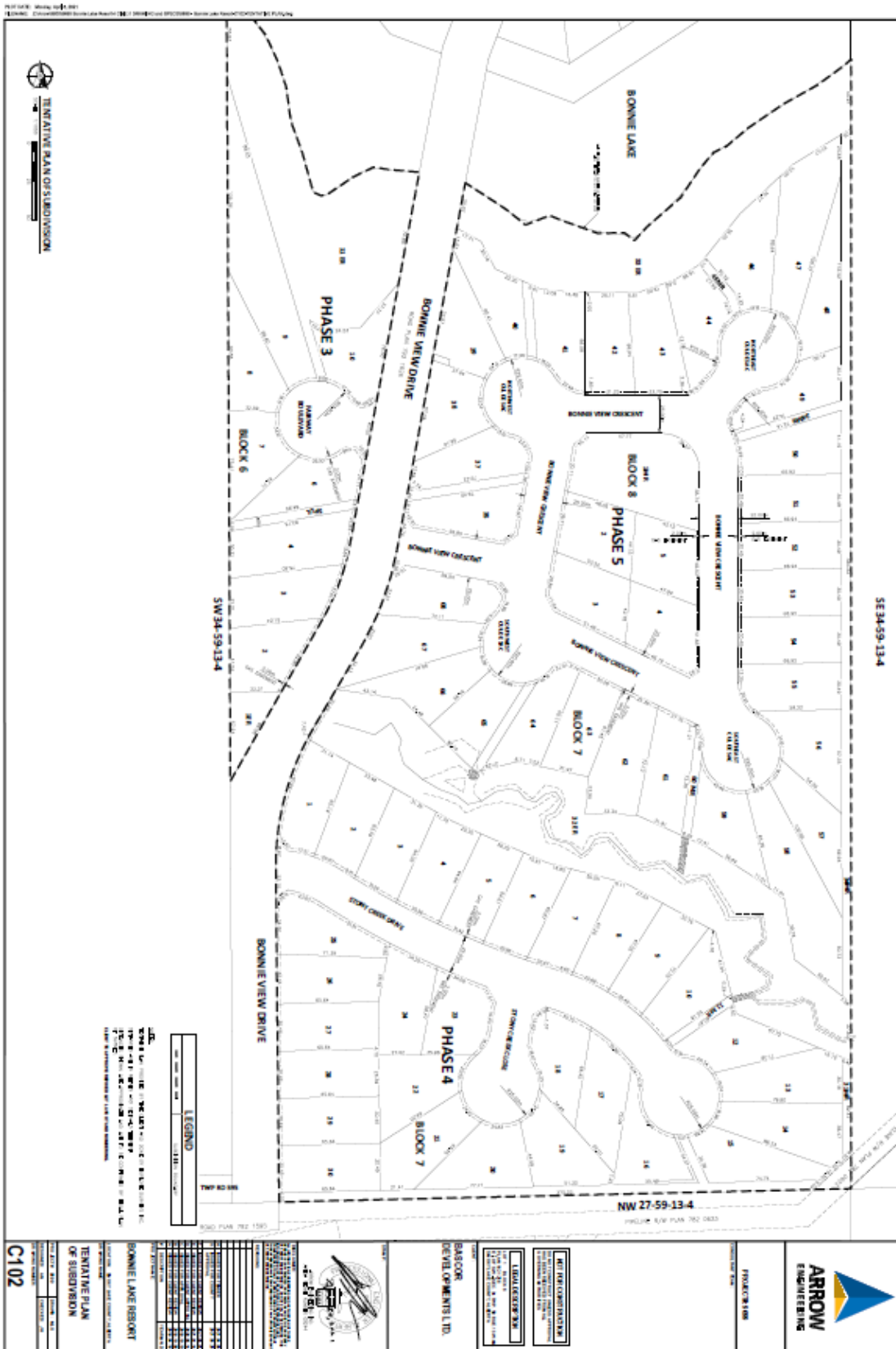
NO.	DESCRIPTION	DATE
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2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
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29	REVISION	
30	REVISION	

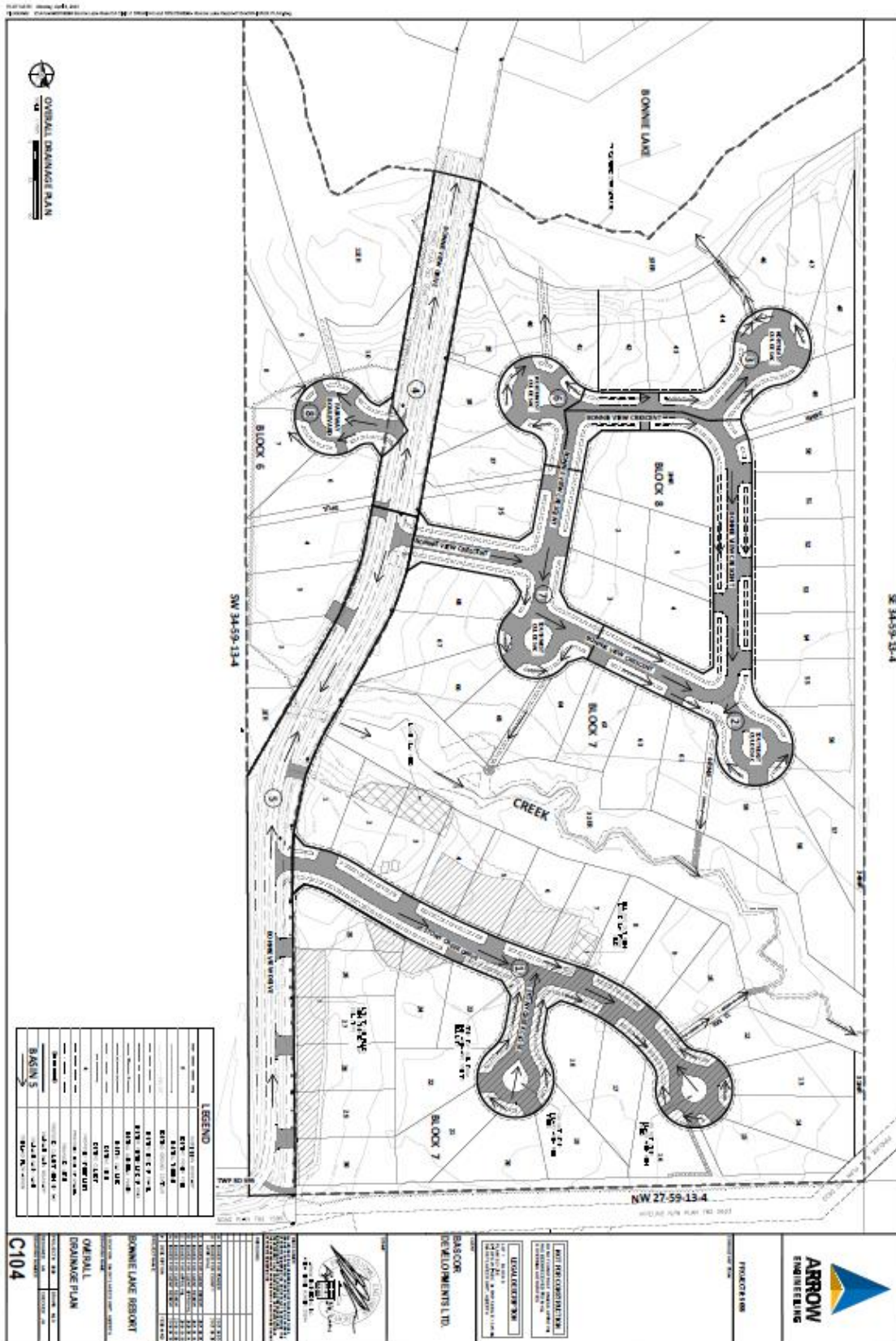
ARROW ENGINEERING

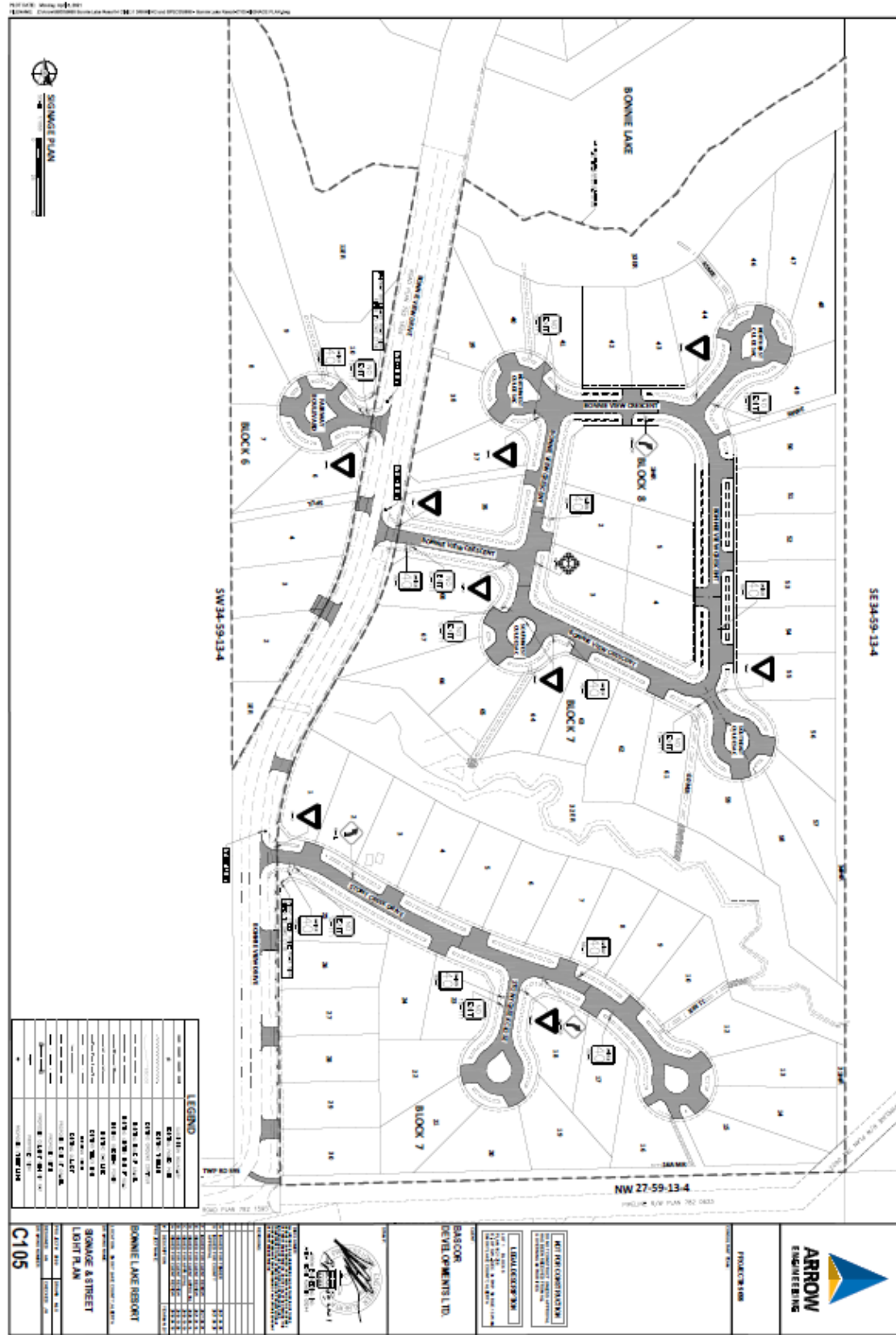


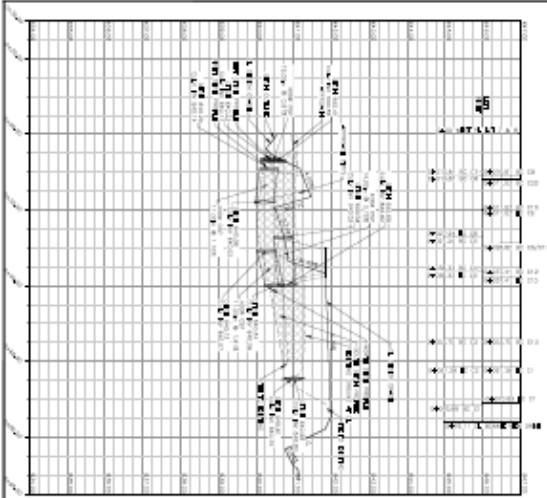






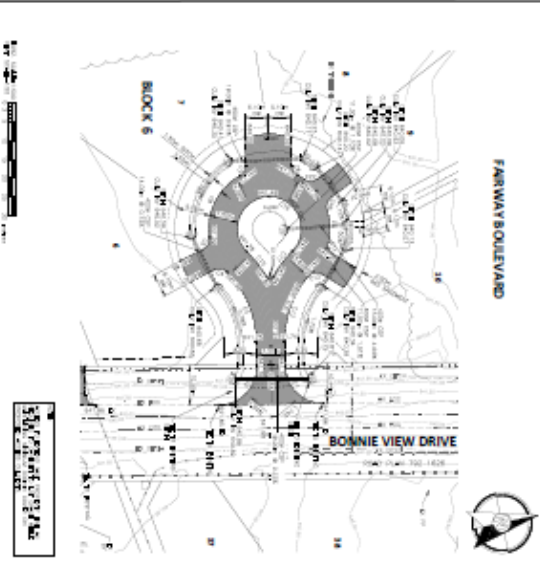
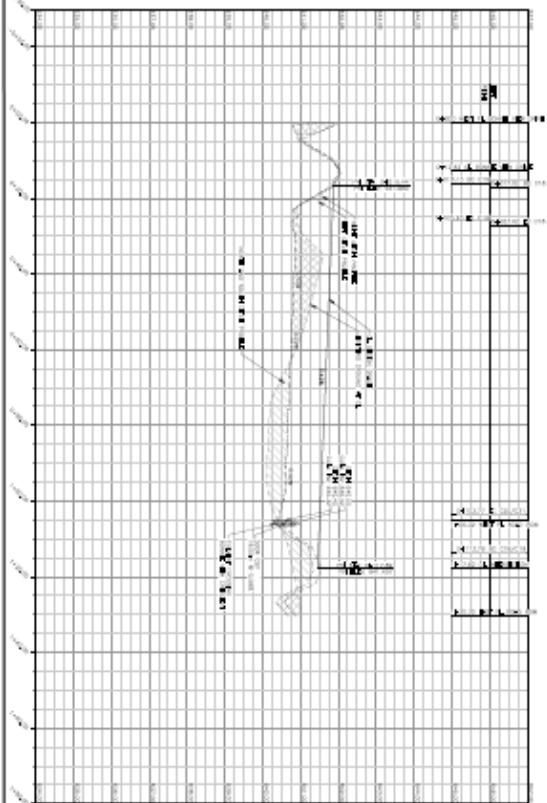






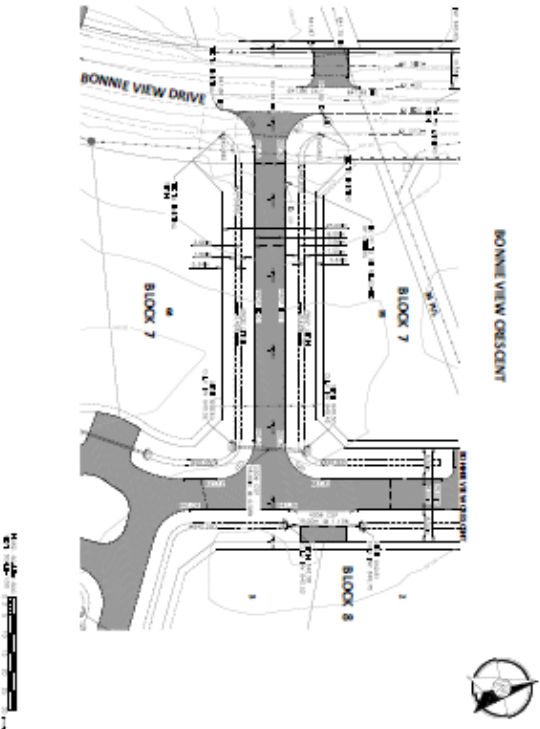
Plan Table

Block	Lot	Area (sq. ft.)	Area (sq. m.)
6	1	1,234,567	114,000
6	2	1,234,567	114,000
6	3	1,234,567	114,000
6	4	1,234,567	114,000
6	5	1,234,567	114,000
6	6	1,234,567	114,000
6	7	1,234,567	114,000
6	8	1,234,567	114,000
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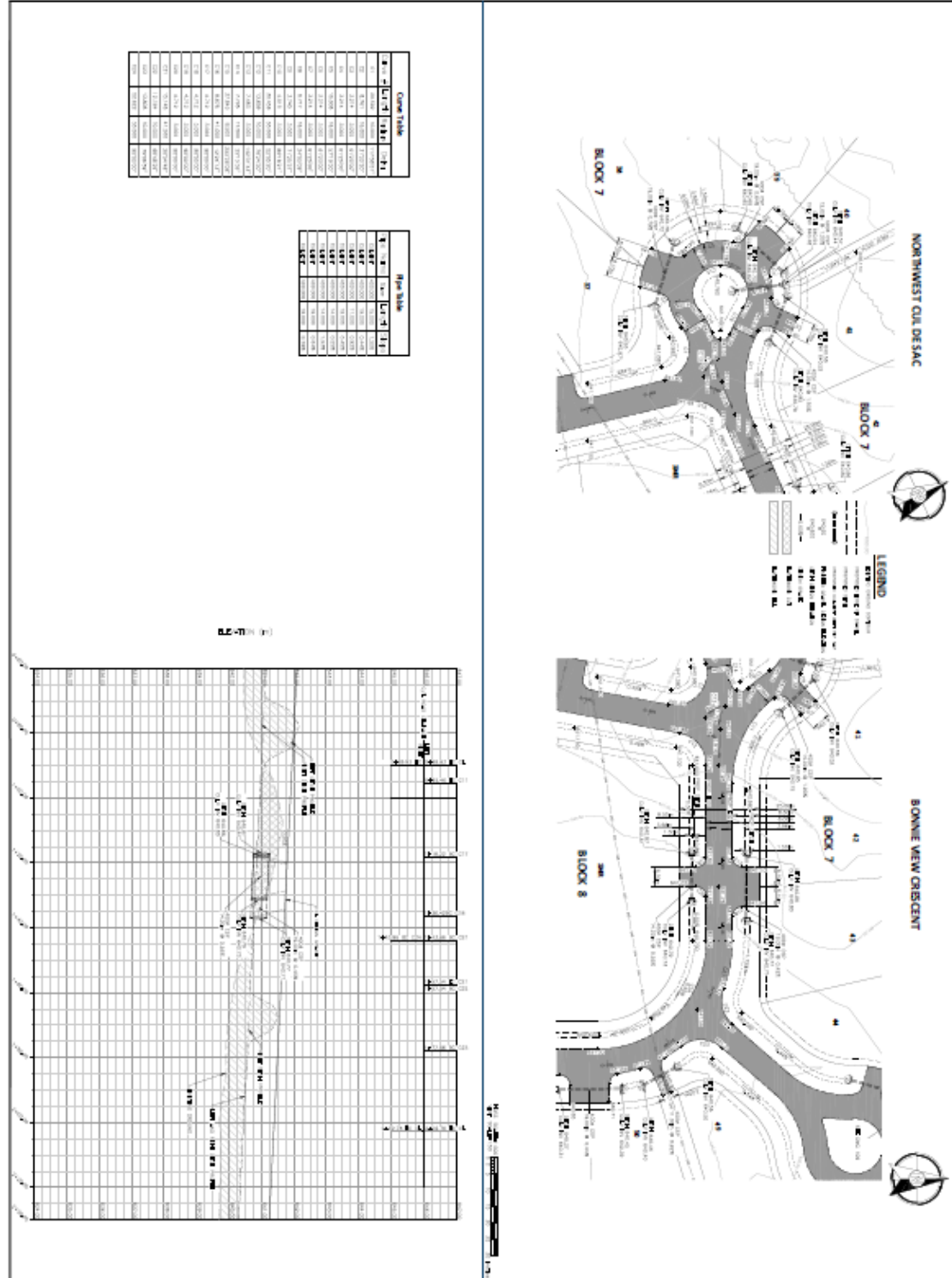


Legend

Symbol	Description
—	Proposed Road
—	Proposed Sidewalk
—	Proposed Utility
—	Proposed Easement
—	Proposed Right-of-Way
—	Proposed Boundary
—	Proposed Lot
—	Proposed Structure
—	Proposed Landscaping
—	Proposed Water Feature
—	Proposed Parking
—	Proposed Driveway
—	Proposed Fencing
—	Proposed Signage
—	Proposed Access
—	Proposed Elevation
—	Proposed Slope
—	Proposed Contour
—	Proposed Spot Elevation
—	Proposed Spot Slope
—	Proposed Spot Contour
—	Proposed Spot Elevation
—	Proposed Spot Slope
—	Proposed Spot Contour



<p>ARROW ENGINEERING</p> <p>ENGINEERING</p>	<p>PROJECT:</p> <p>BONNIE LAKE RESORT</p>
	<p>CLIENT:</p> <p>BONNIE LAKE RESORT</p>
<p>DATE:</p> <p>08/09/2022</p>	<p>SCALE:</p> <p>AS SHOWN</p>
<p>PROJECT LOCATION:</p> <p>BONNIE LAKE RESORT</p>	<p>PROJECT NUMBER:</p> <p>010-22</p>
<p>PROJECT ADDRESS:</p> <p>FARMWAY BOULEVARD & BONNIE VIEW DRIVE</p>	<p>PROJECT CITY:</p> <p>BONNIE LAKE</p>
<p>PROJECT COUNTY:</p> <p>CLATSOP</p>	<p>PROJECT STATE:</p> <p>OR</p>
<p>PROJECT ZIP:</p> <p>97137</p>	<p>PROJECT PHONE:</p> <p>503-338-1111</p>
<p>PROJECT FAX:</p> <p>503-338-1111</p>	<p>PROJECT EMAIL:</p> <p>info@arroweng.com</p>
<p>PROJECT WEBSITE:</p> <p>www.arroweng.com</p>	<p>PROJECT CONTACT:</p> <p>503-338-1111</p>
<p>PROJECT ARCHITECT:</p> <p>ARROW ENGINEERING</p>	<p>PROJECT ENGINEER:</p> <p>ARROW ENGINEERING</p>
<p>PROJECT SURVEYOR:</p> <p>ARROW ENGINEERING</p>	<p>PROJECT DRAFTER:</p> <p>ARROW ENGINEERING</p>
<p>PROJECT CHECKER:</p> <p>ARROW ENGINEERING</p>	<p>PROJECT APPROVER:</p> <p>ARROW ENGINEERING</p>
<p>PROJECT REVIEWER:</p> <p>ARROW ENGINEERING</p>	<p>PROJECT DATE:</p> <p>08/09/2022</p>
<p>PROJECT STATUS:</p> <p>PROPOSED</p>	<p>PROJECT NOTES:</p> <p>SEE PLAN FOR DETAILS</p>
<p>PROJECT C106</p>	<p>PROJECT C106</p>



Crew Table		
1	1	1
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ARROW ENGINEERING

PROJECT NAME: BONNIE VIEW CRESCENT

DATE: 12/04/2020

SCALE: AS SHOWN

DESIGNED BY: [Name]

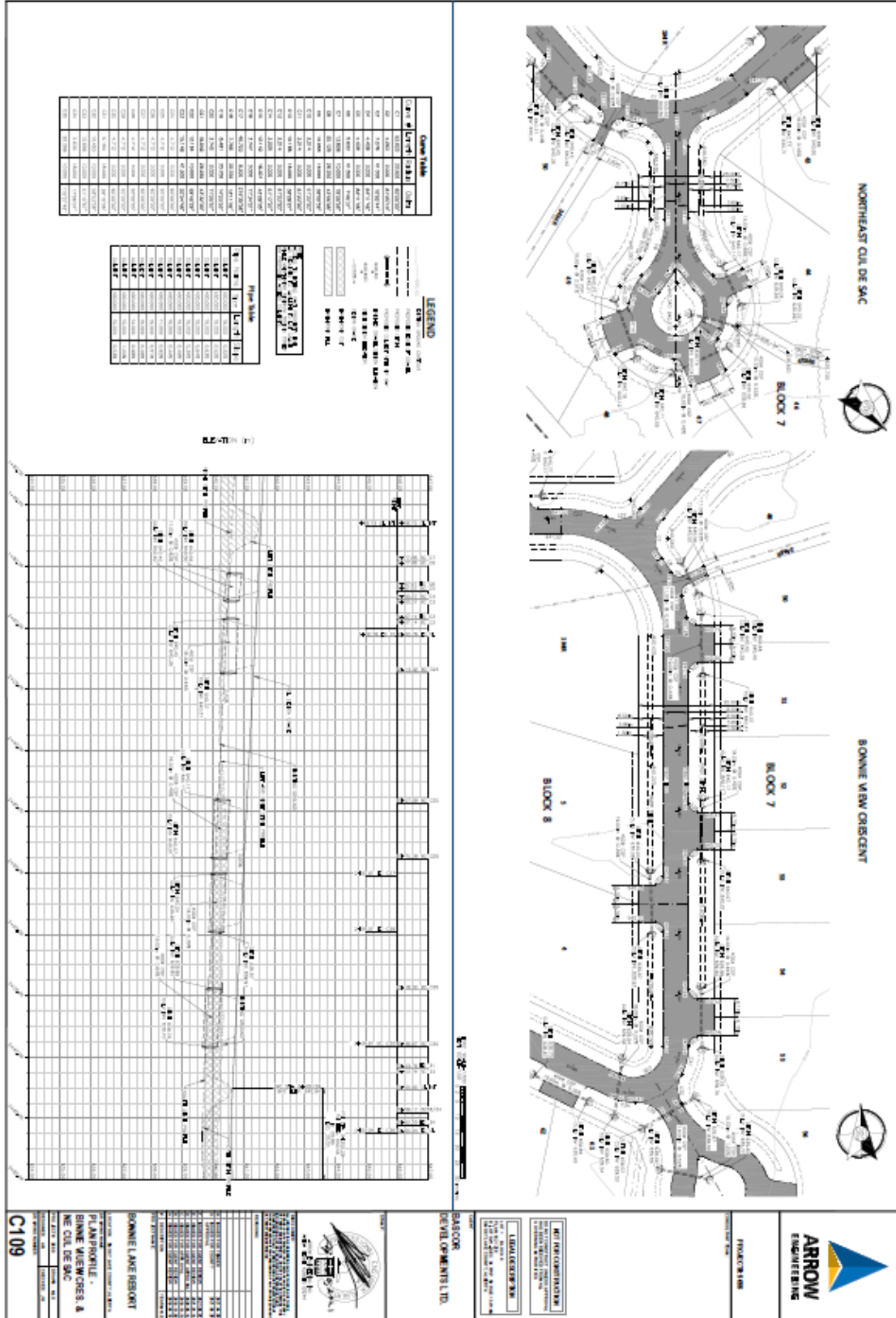
CHECKED BY: [Name]

DATE: 12/04/2020

PROJECT NO: [Number]

CLIENT: [Name]

C108



PREPARED BY:
ENGR. JOHN F. BROWN, P.E.
12/27/2022

DATE: 12/27/2022

PROJECT: BASSON DEVELOPMENTS LTD.

DRAWN BY: J. BROWN

CHECKED BY: J. BROWN

APPROVED BY: J. BROWN



PROJECT: BASSON DEVELOPMENTS LTD.

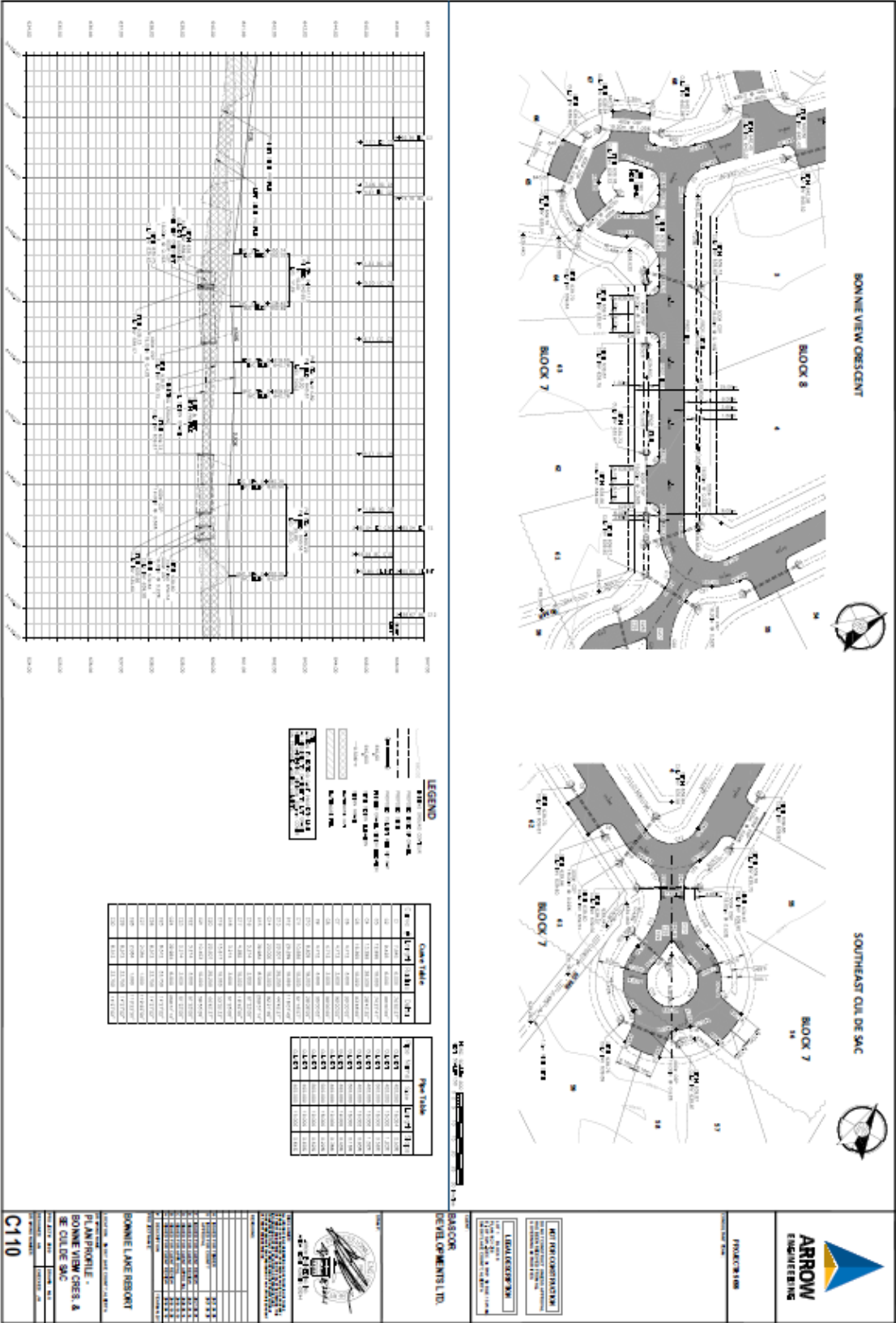
SITE: 100 OUL DE SAC, ST. JOHN'S, N.B.

PLAN: PLAN PROPOSED - BONNE VIEW CURVE & NE OUL DE SAC

DATE: 12/27/2022

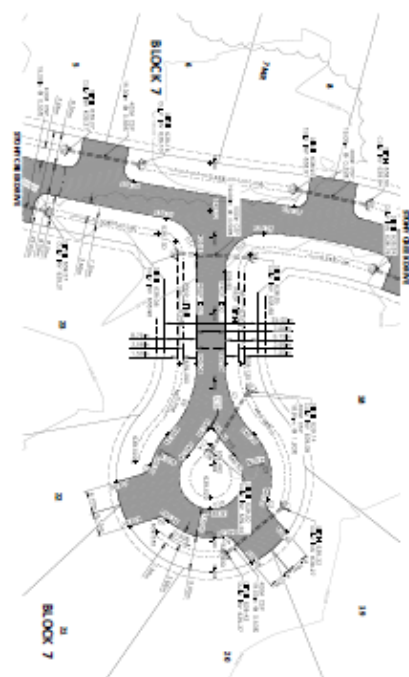
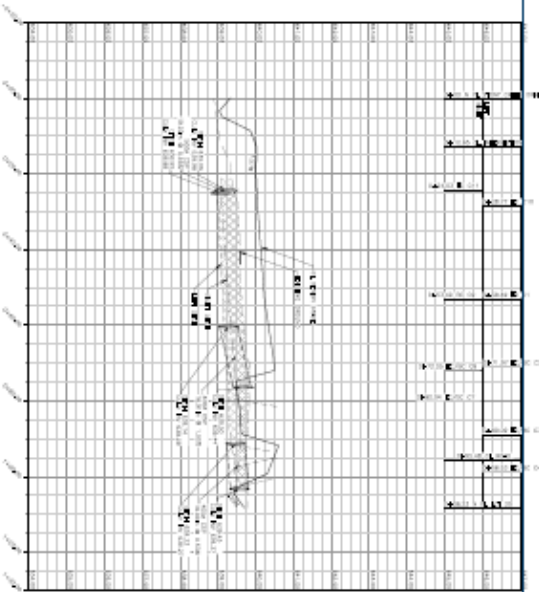
SCALE: 1" = 40'

C109



Prop. Table

Area	Area (sq. ft.)	Area (sq. yds.)
LOT 2	10,500.00	239.50
LOT 3	10,500.00	239.50
LOT 4	10,500.00	239.50
LOT 5	10,500.00	239.50
LOT 6	10,500.00	239.50
LOT 7	10,500.00	239.50
LOT 8	10,500.00	239.50
LOT 9	10,500.00	239.50
LOT 10	10,500.00	239.50
LOT 11	10,500.00	239.50
LOT 12	10,500.00	239.50
LOT 13	10,500.00	239.50
LOT 14	10,500.00	239.50
LOT 15	10,500.00	239.50
LOT 16	10,500.00	239.50
LOT 17	10,500.00	239.50
LOT 18	10,500.00	239.50
LOT 19	10,500.00	239.50
LOT 20	10,500.00	239.50



LEGEND

Symbol	Description
--- (dashed line)	Boundary of Property
---	Boundary of Other Property
---	Boundary of City
---	Boundary of Township
---	Boundary of County
---	Boundary of State
---	Boundary of Federal
---	Boundary of Indian
---	Boundary of Other
---	Boundary of Unsurveyed
---	Boundary of Surveyed
---	Boundary of Unimproved
---	Boundary of Improved
---	Boundary of Undeveloped
---	Boundary of Developed
---	Boundary of Other

Color Table

Color	Code	Description
Light Green	1-1	Grass
Light Blue	1-2	Water
Light Yellow	1-3	Soil
Light Purple	1-4	Rock
Light Brown	1-5	Gravel
Light Orange	1-6	Sand
Light Pink	1-7	Silt
Light Grey	1-8	Clay
Light Blue-Grey	1-9	Sandstone
Light Green-Grey	1-10	Limestone
Light Yellow-Grey	1-11	Shale
Light Purple-Grey	1-12	Slate
Light Brown-Grey	1-13	Schist
Light Orange-Grey	1-14	Gneiss
Light Pink-Grey	1-15	Quartzite
Light Grey-Grey	1-16	Mica-schist
Light Blue-Grey	1-17	Amphibole-schist
Light Green-Grey	1-18	Plagioclase-schist
Light Yellow-Grey	1-19	Orthopyroxene-schist
Light Purple-Grey	1-20	Other



ENGINEERING

MILLER CORPORATION
RESIDENTIAL DEVELOPMENT
1234 MAIN ST
SPRINGFIELD, IL 62761
TEL: 618-258-1234
FAX: 618-258-1235
WWW.MILLERCORP.COM

LANDSCAPE ARCHITECT
1234 MAIN ST
SPRINGFIELD, IL 62761
TEL: 618-258-1234
FAX: 618-258-1235
WWW.LANDSCAPEARCH.COM

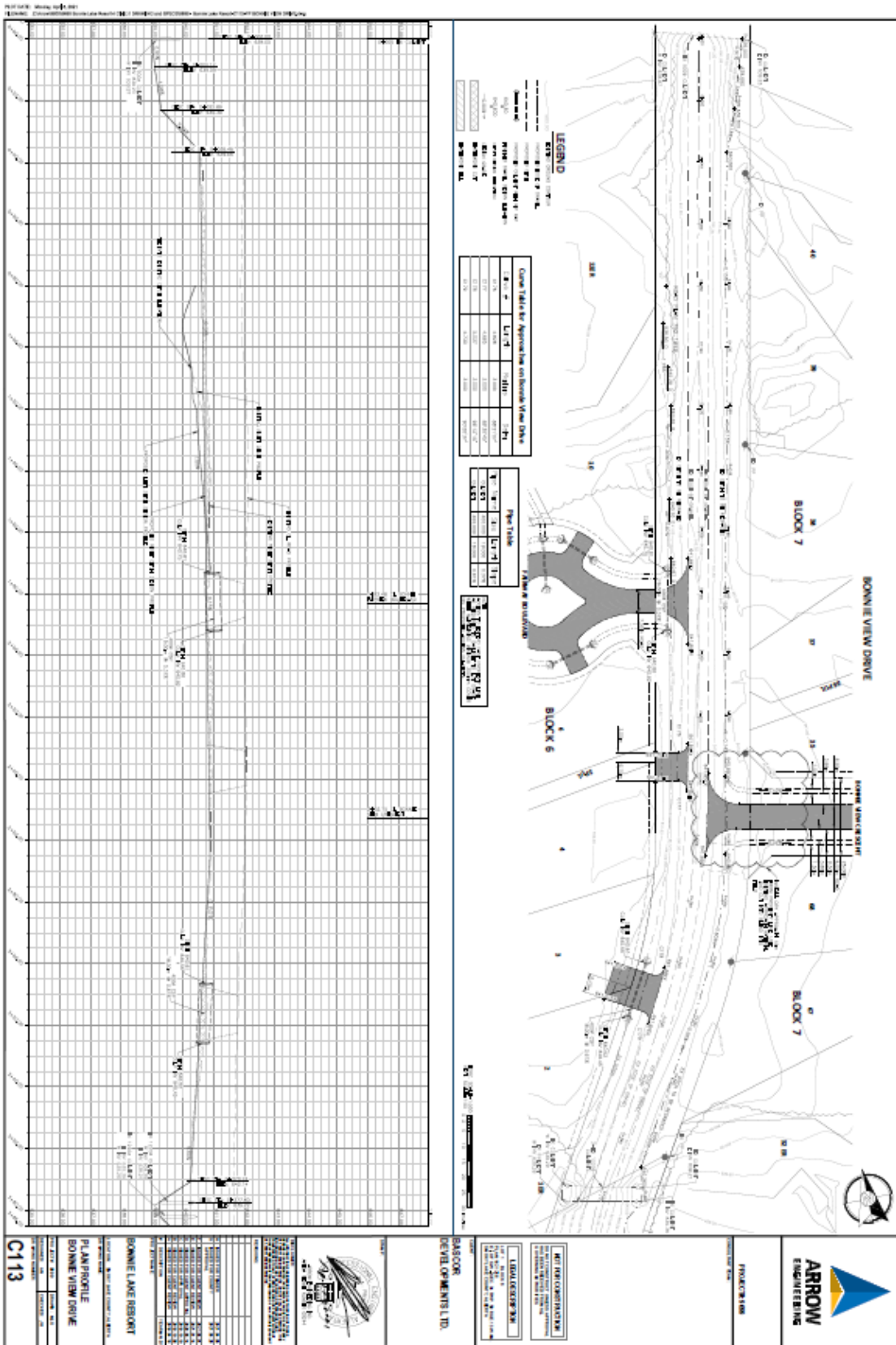
BARSON DEVELOPMENTS LTD.

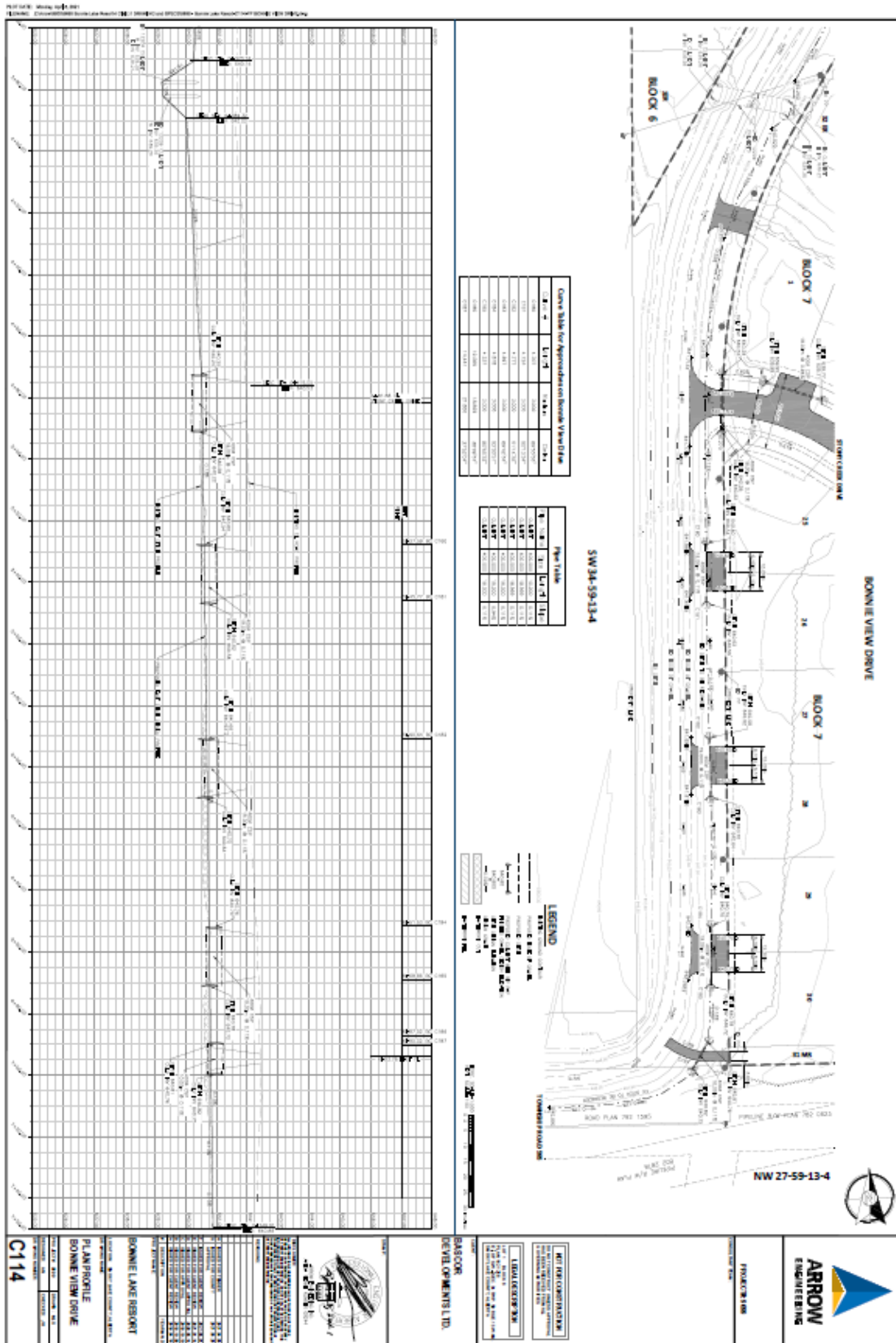


DONNIE LANE NESBITT
Professional Engineer
No. 027-012345
State of Illinois
07/15/2021

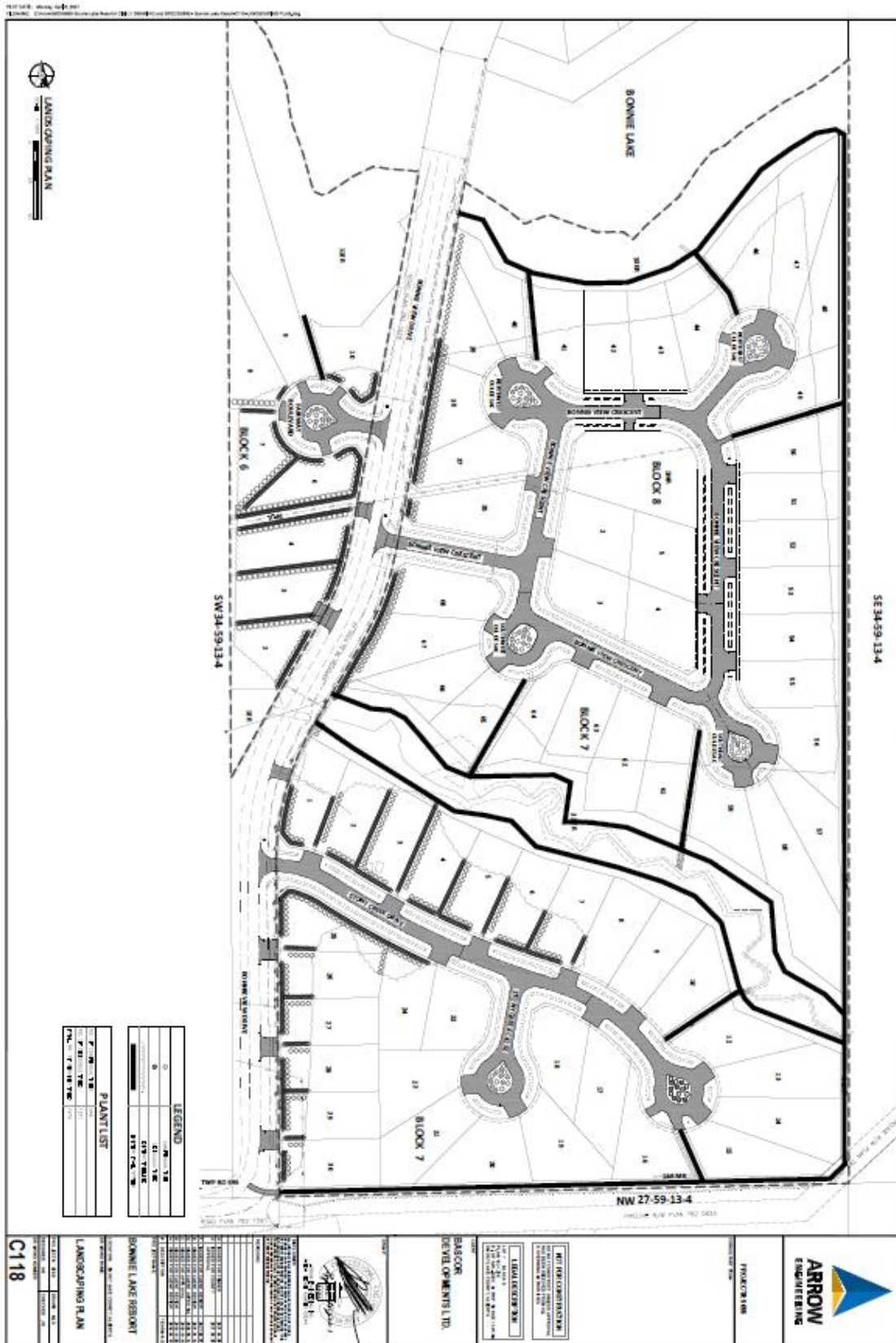
PLAN PROFILE

C112









LEGEND	
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PLANTLIST	
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LANDSCAPING PLAN

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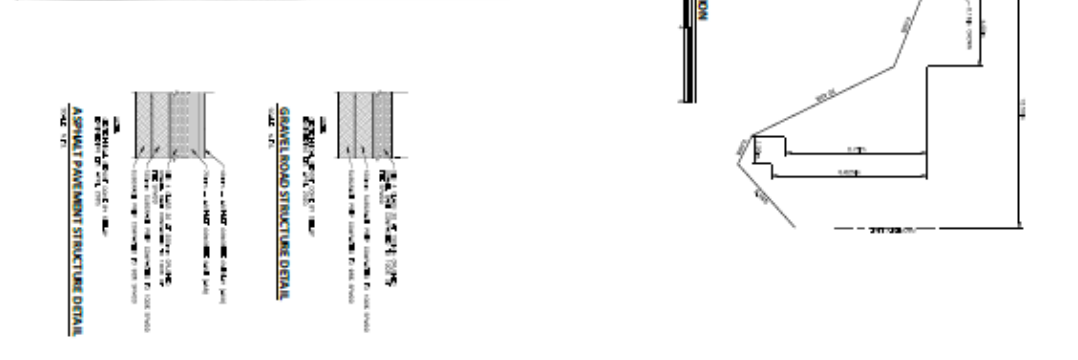
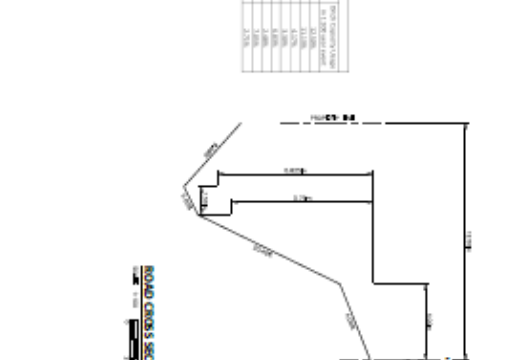
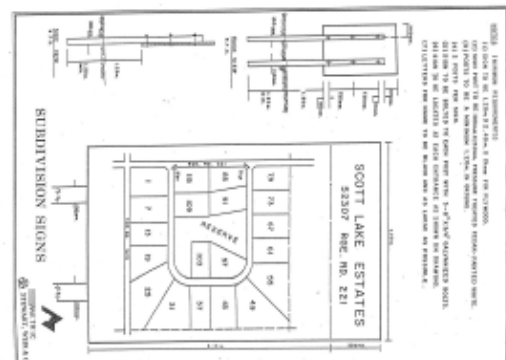
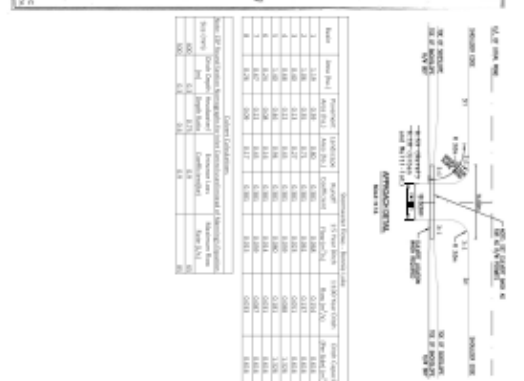
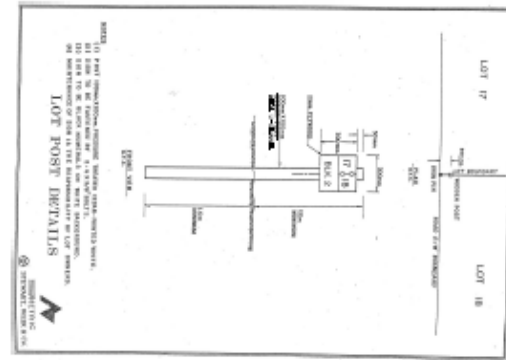
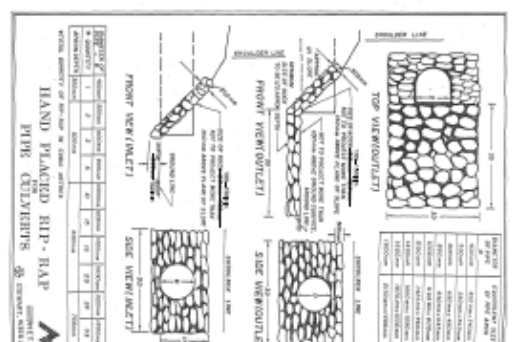
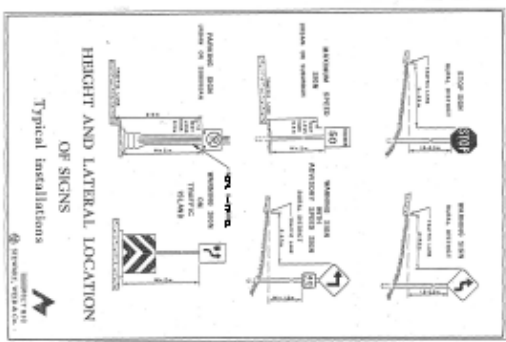
ARROW ENGINEERING

LANDSCAPING PLAN

LANDSCAPING PLAN

LANDSCAPING PLAN

LANDSCAPING PLAN



ARROW ENGINEERING

ENGINEER

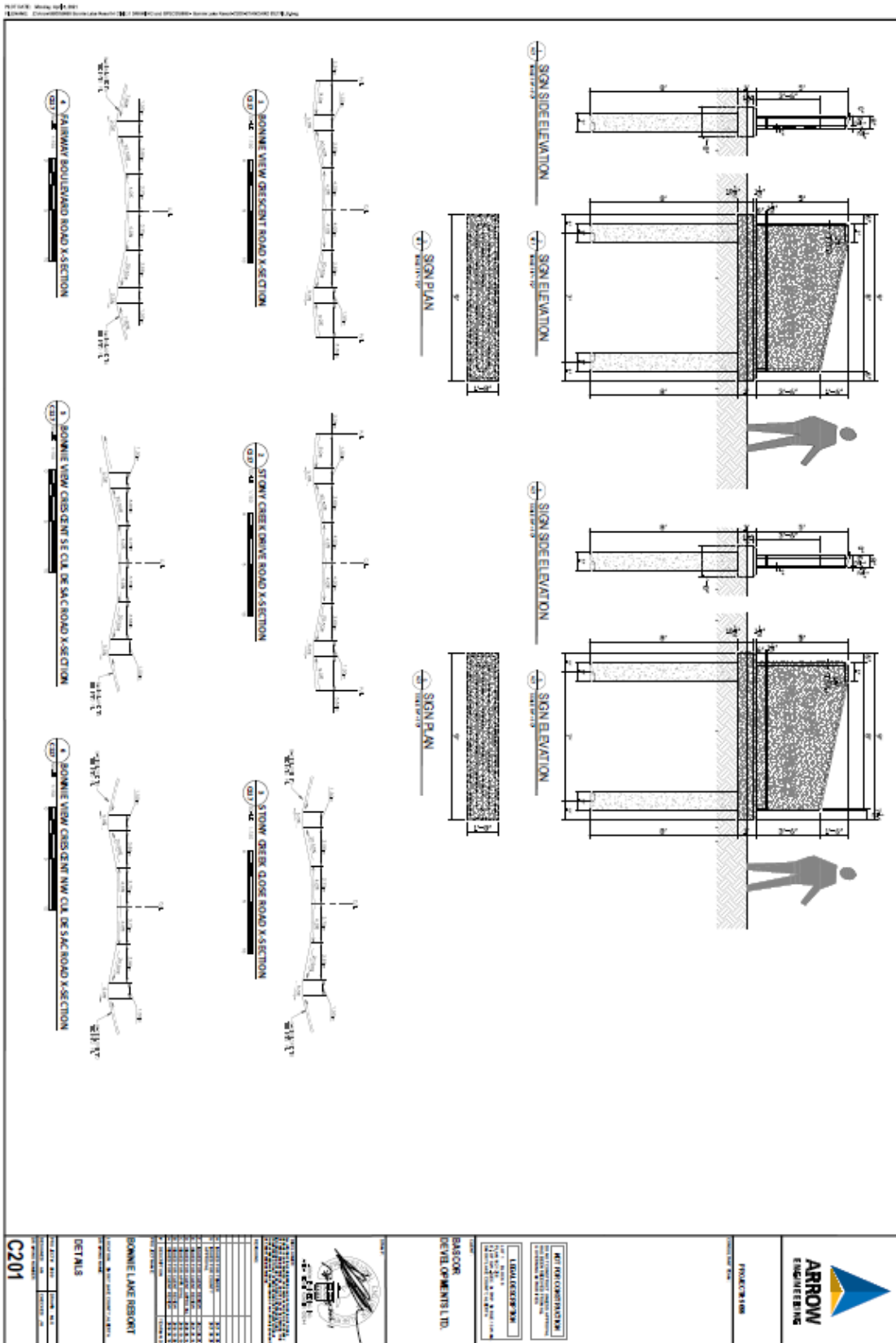
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PROJECT

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SCALE

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APPENDIX G – DEVELOPMENT PERMIT APPLICATION DP 010-22

Section 61

SCHEDULE "A"

03-05

DEVELOPMENT PERMIT APPLICATION FORM

Internal Use Only	
Our File Number: <u>DP 010-22</u>	Roll Number: <u>13593420</u> Your File Number: _____
Applicant Information	
Applicant/Agent: <u>Bascor Developments Ltd</u>	Phone: <u>780-498-6585</u>
Address: <u>50, 54403 Rge Rd 251</u>	Cell Phone: _____
City/Prov. <u>Sturgeon County, AB</u> Postal Code: <u>T8T0B5</u>	Fax: _____
Email address: <u>ebasaraba@telus.net</u>	Signature: _____
<p>Applicant/Agent Authorization: I am the applicant/agent authorized to act on behalf of the registered owner and that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application.</p>	
Registered Landowner Information <input checked="" type="checkbox"/> Owner same as applicant	
Registered Owner: _____	Phone: _____
Address: _____	Fax: _____
City/Prov. _____	Postal Code: _____ Signature: _____
Section A - Property Information	
Legal: Lot <u>1</u> Block <u>6</u> Plan <u>182-1256</u> and Part of <u>SW</u> ¼ Sec <u>34</u> Twp <u>59</u> Rge <u>13</u> W4M	Division <u>2</u>
Subdivision Name (if applicable) or Area of Development <u>Bonnie Lake Resorts Stage 3-4</u>	
Rural Address/Street Address _____	Parcel Size <u>24.8 Ha</u>
Number of existing dwellings on property (please describe) _____	
Has any previous application been filed in connection with this property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, please describe the details of the application and file number: _____	
Is the subject property near a steep slope (exceeding 15%)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the subject property near or bounded by a body of water?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the subject property within 800m of a provincial highway?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the subject property near a Confined Feeding Operation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Distance: _____
Is the subject property within 1.5km of a sour gas facility?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Distance: _____
Is the subject property within 1.5km of a sewage treatment plant/lagoon?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Distance: _____

Is the property the subject of a licence, permit, approval, or other authorization granted by the Natural Resources Conservation Board, Energy Resources Conservation Board, Alberta Energy Regulator, Alberta Energy and Utilities Board or Alberta Utilities Commission? Yes No

If yes, please describe: _____

Is the property the subject of the application is the subject of a licence, permit, approval, or other authorization granted by the Minister of Environment or granted under any Act the Minister is responsible for under s.16 of the Government Organization Act*? Yes No

No

If yes, please describe: Alberta Environment Storm Water _____

Is the subject property immediately adjacent to the County boundary? Yes No

If yes, the adjoining municipality is: _____

*The Minister is responsible for the following Acts: AB Land Stewardship Act, Environmental Protection Act, Public Lands Act, Surveys Act, Water Act. Please see attached list of resources for identifying this information.

Section B – Proposed Development Information

Estimated Cost of Project \$ N/A

Estimated Commencement Date _____ Estimated Completion Date _____

Dwelling:

Floor Area _____ sq. ft. % of Lot Occupied _____ Height of Dwelling _____ ft / m

Accessory Building:

Floor Area _____ sq. ft. % of Lot Occupied _____ Height of Acc. Bldg _____ ft / m

Parking: # of Off-Street Parking Stalls (if applicable) _____

Land Use District (Zoning) of Property: R-1

Description of Work:

obtain permission to place up to 2 recreation vehicles on proposed stage 3 & 4 in Bonnie Lake Resorts as in Schedule "A".

permission to place decks, power and septic tanks on the lots

Section C – Preferred Method of Communication

When a decision has been made on your file, do you wish for us to:

call you for pick up mail the decision email the decision

Section 608(1) of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended states:



608(1) Where this Act or a regulation or bylaw made under this Section requires a document to be sent to a person, the document may be sent by electronic means if:

a) the recipient has consented to receive documents from the sender by those electronic means and has provided an e-mail address, website or other electronic address to the sender for that purpose.

I/we grant consent for the Development Authority to communicate information and/or the decision electronically regarding my/our application. YES NO

OFFICE USE ONLY Type of Payment: <input type="checkbox"/> DEBIT <input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHEQUE Fee \$ <u>200.00</u> Receipt # <u>13916</u> Receipt Date <u>APRIL 11, 2022</u> Date Received <u>APRIL 14, 2022</u> <small>*and deemed complete by Development Authority.</small> <input checked="" type="checkbox"/> Entered into MuniSight PD # _____	Authorization: <input type="checkbox"/> Permitted Use <input type="checkbox"/> Discretionary Use Issuing Officer's Name _____ Issuing Officer's Signature _____ Date of Approval _____ Date Issued _____ Comments and/or Variances _____ _____
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DEVELOPMENT PERMIT APPLICATION FORM

Our File Number: <u>DP 010-22</u>	Roll Number: <u>13593420</u>
DEVELOPMENT PERMIT SITE PLAN	
	
DATE: April 6, 2022	SIGNATURE OF APPLICANT: 
DATE:	DEVELOPMENT AUTHORITY:



Smoky Lake County
 4612 McDougall Drive
 PO Box 310
 Smoky Lake Alberta T0A 3C0

RECEIPT OF PAYMENT

Page 1

Bascor Developement

Receipt Number: 13916
 Tax Number:
 Date: April 11, 2022
 Initials: BS

Type	Account / Ref. #	Description	Quantity	Discount	Amount Paid	Balance Remaining
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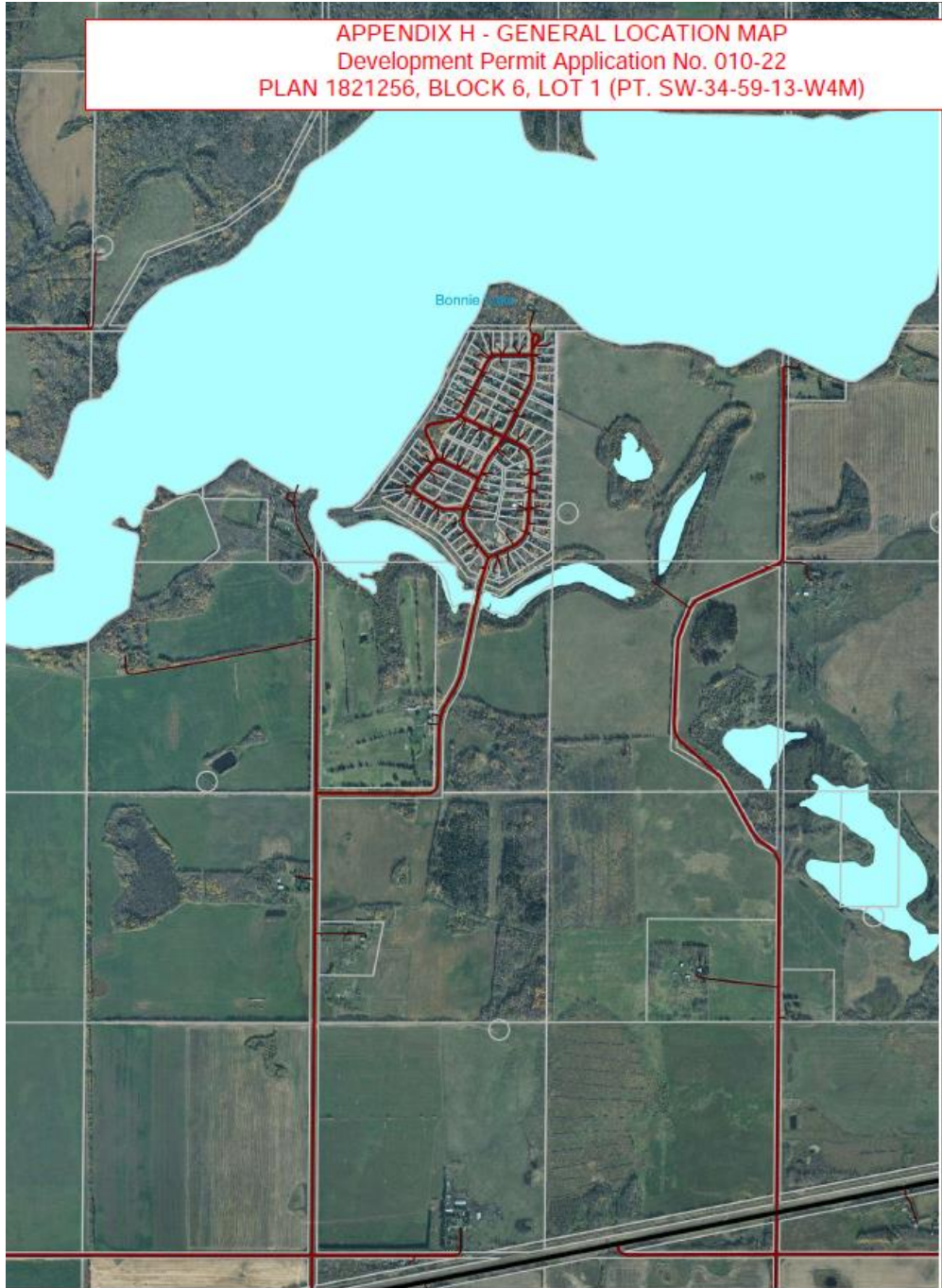
General	DEVPE	Development Permit	N/A	\$0.00	\$200.00	N/A
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Cheque Number: 2046

Subtotal:	\$200.00
Taxes:	\$0.00
Total Receipt:	\$200.00
Cheque:	\$200.00

Total Amount Received:	\$200.00
Rounding:	\$0.00
Amount Returned:	\$0.00

APPENDIX H – GENERAL LOCATION MAP



Smoky Lake County

Smoky Lake County

Date Created: 4/14/2022