

BETWEEN:

MOUNTAIN VIEW COUNTY
A Municipal Corporation,
(hereinafter referred to as the "County")

OF THE FIRST PART

- and -

ROMAN MANAGEMENT (ALBERTA) LTD
BOX 9, SITE 1, RR #1
Sundre, Alberta
TOM 1XO

(hereinafter referred to as the "Developer")

OF THE SECOND PART

DEVELOPMENT AGREEMENT

WHEREAS the Developer is the registered owner or is entitled to become the registered owner of an estate in fee simple and legally described as follows:

Plan _____
Lots 1 to 11(Inclusive)
Block 2

Containing approximately 33.3 acres/13.39 hectares

Within:

MERIDIAN 5 RANGE 4 TOWNSHIP 34 SECTION 22
THAT PORTION OF THE NORTH EAST QUARTER
LYING SOUTH EAST OF THE ROADWAY PLAN 5581JK
CONTAINING 42.49 HECTARES MORE OR LESS
EXCEPTING THEREOUT:
PLAN NUMBER HECTARES ACRES MORE OR LESS
ROAD 2238JK 0.03
SUBDIVISION 0011576 2.43 6.00
EXCEPTING THEREOUT ALL MINES AND MINERALS

(Hereinafter referred to as the "Lands").

AND WHEREAS the County requires certain covenants and agreements on the part of the Developer and all subsequent purchasers and/or owner of the land and/or subdivision, or portions thereof, with respect to the character and use of the land, the parties hereto have agreed to enter into this Agreement which shall be registered as a permanent encumbrance against the present and all future titles derived therefrom for as long as the subdivision remains in effect.

AND WHEREAS the County shall at any time, or from time to time hereafter, have the right in its sole discretion to discharge or postpone by appropriate instrument, all or part of the rights or interest acquired by it under this agreement protected by Caveat.

NOW THEREFORE IN CONSIDERATION of the promises and of the mutual terms, covenants and conditions to be observed and performed by each of the parties hereto, the County agrees with the Developer and the Developer agrees with the County as follows:

1. The County hereby agrees in principle to the establishment of the Subdivision as more particularly described and set forth in proposed plan of subdivision contained within Schedule A.

2. The County and the developer hereby agree to enter into a further agreement wherein the County will undertake certain responsibilities and obligations with respect to this Residential Subdivision in consideration of the Developer undertaking to carry out such undertakings as are specified therein.
3. The Developer hereby agrees to the registration of this Agreement by way of Caveat, at the South Alberta Land Registration District, on that portion of the land which shall form part of the subdivision. The Developer further agrees to convey and deliver copies of the within Agreement to each subsequent purchaser of lots within the Subdivision and to obtain the written acknowledgment for such copy of the within Agreement, and to deliver same to the County.
4. Each owner and/or purchaser of the lot shall, before the commencement of any development whatsoever, apply for and obtain a development permit from the County as required by the County land use bylaw.
5. Each owner and/or purchaser of a lot shall not alter natural drainage without providing a positive alternative means of drainage such as a culvert of sufficient size to carry the run off water. Improvements upon the land respecting drainage have been completed in accordance with the plans and specification contained within Schedule B.
6. **Development Restrictions**
 - i. The placement and location of all development must comply with the County land use bylaw and those requirements as specified in Schedule B including identified building envelopes, slab on grade elevations and the approximate location and requirements for sewage holding tanks.
 - ii. Development with basements on the lands shall only be considered by the approving authority under such circumstances that a stamped report from a certified professional engineer is provided. This report shall detail groundwater conditions and outline the acceptability and/or construction requirements for development with basements.
 - iii. The keeping of domestic animals and livestock must comply with the County's Animal Control bylaw. Animals must be confined to the owner's property.
 - iv. Landowners are hereby advised that the County will not be controlling weeds in the ditch adjacent to the subject property. Weed control shall be undertaken by the property owner adjacent to the roadway ditch.
7. **Building Standards:**
 - i. Permittees are advised that they are subject to construction standards of the Alberta Uniform Building Standards Act of Alberta. It is advised that all Permittees have their construction plans examined by Mountain View County. Mountain View County shall not be responsible or liable in any manner whatsoever for any structural failures, defects or deficiencies in any permitted developments whether or not the said development has complied with the Alberta Uniform Building Standards Act.
 - ii. Permittees are advised that a fire protection plan outlining fire protection principles for the subdivision has been completed by the developer as contain in Schedule C. Emergency water supply to support fire suppression is situated on NW 23-34-4 W5M. Access to this water supply for the benefit of the subdivision for emergency purposes has been protected via an access easement agreement for the benefit of the local fire authority.

- iii. Permittees are advised that as part of the fire protection plan, that the developer has outlined prevention measures as detailed in Schedule C. Permittees shall comply with these prevention measures when applying for a development permit and in the general maintenance and upkeep of property.

8. Sewage Disposal System

- i. Permittees are advised that due to potential groundwater fluctuations that on site private sewage treatment systems shall be restricted to holding tanks only. The siting and location of holding tanks shall be in general accordance with Schedule B. All maintenance and repair responsibilities for holding tanks shall be the full responsibility of the lot owner.
- ii. Mountain View County shall NOT be responsible or liable in any manner whatsoever for any defects or deficiencies in any permitted disposal system whether or not the said development has complied with all the herein stated approving authorities.
- iii. The Development Officer may, at their discretion, report any known defects or deficiencies, or reports of defects or deficiencies to any or all of the herein approving authorities.

9. Land owners are advised that in support of this subdivision that an examination of subsoil surface characteristics for the subject lands to and a storm water management plan has been undertaken. These are contained in Schedules "D" and "E." Future development shall have regard for these plans.

10. Land owners are advised that in support of this subdivision that the developer has prepared development guidelines to guide development review and approvals as outlined in Schedule "F". All development permit applications shall be considered in regards to the attached guidelines and the appropriate provisions of the County Land Use bylaw.

11. Land owners are advised that this subdivision is in proximity to an approved gravel pit. Landowners may experience the normal sites and sounds associated with a gravel pit operation.

THIS AGREEMENT shall ensure to the benefit of the parties hereto their executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have caused these present to be duly executed all as of the day and year first above written.

Diana Hawryluk, Director of Planning and
Development Services, Mountain View County

PER:

WITNESS:

Vladimir Mucenski c/o
Roman Management (Alberta) Ltd
Box 9, Site 1, RR #1
Sundre, Alberta
TOM 1XO

PER:

WITNESS:

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