

SUMMER VILLAGE OF SUNBREAKER COVE

- and -

REGISTERED OWNERS NAME

DEFERRED SERVICES AGREEMENT

AN AGREEMENT made on the _____ day of _____, 2018.

BETWEEN:

SUMMER VILLAGE OF SUNBREAKER COVE

of Bay 8, 14 Thevenaz Industrial Trail
Sylvan Lake, Alberta T4S 2J5
(hereinafter called the "Summer Village")

OF THE FIRST PART

- and -

REGISTERED OWNERS NAME

of **MAILING ADDRESS**
(hereinafter collectively called the "Land Owner")

OF THE SECOND PART

BACKGROUND

- A. Section 655 of the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta 2000 (hereinafter called the "Act") permits the Summer Village to enter into agreements for roadways, utilities and other matters.
- B. The Summer Village's Development Authority has approved an application by the Land owner for development and requires this Agreement as a requirement of development registration. The purpose of the Agreement is to set out what are the obligations and responsibilities of the different parties related to the cost of providing new utility systems to service the lands, when such servicing is made available to the lands.
- C. The Summer Village and the Land owner acknowledge that the Land owner shall also grant such utility right of way as the Summer Village may identify as required for the installation of the underground utilities.
- D. The Development is within the Summer Village of Sunbreaker Cove.

AGREEMENT

- 1. The BACKGROUND clauses above are adopted as part of the Agreement.
- 2. The following terms are defined terms of this Agreement:

- a) "contribution" shall mean the funds which become payable to the Summer Village from landowners for the costs of construction of underground utilities;
 - b) "cost recovery mechanism" shall mean the mechanism that will be established by the Summer Village to allocate costs and collect funds from landowner(s) for the costs expended by the Summer Village to "front end" the engineering study and/or the construction of any underground utilities;
 - c) "development" shall mean any improvement or work including (but is not limited to) buildings, dwellings and structures on the lands at the time of execution of this Agreement;
 - d) "engineering study" shall mean any engineering studies commissioned by the Summer Village which detail the servicing, access and financial requirements for the proper servicing of the lands and development and such requirements will include (but are not limited to) the following:
 - i) the utility right of way requirements,
 - ii) the general servicing requirements including (but are not limited to) the funding requirements in accordance with the cost recovery mechanism, and
 - iii) such other requirements which are necessary in the opinion of the Summer Village;
 - e) "landowner(s)" means the owner(s) of the lands as defined in clause 2(f);
 - f) "lands" means the lands described under Plan #, Block #, Lot # (SUMMER VILLAGE CIVIC ADDRESS);
 - g) "underground utilities" shall include all subsurface works including (but is not limited to) wastewater mains and all associated appurtenances. These may be located within the lands or offsite; and
 - h) "utility right of way" shall mean the portion(s) of the lands identified by the Summer Village, as required for utility purposes.
3. Upon the Summer Village having determined the location and amount of utility right of way required from the lands, the Land owner shall, concurrent with registration of the development permit, grant to the Summer Village, at no cost to the Summer Village, easements for the utility right of way, as required by and to the satisfaction of the Summer Village.
 4. It shall be the responsibility of the landowner(s) to pay the total cost of constructing all underground utilities which relate to and are required to service the lands and development, which may include (but are not limited to) any on-site utility service connections.
 5. The landowner(s) shall also be required to bear the cost of and be responsible for maintaining all on-site underground utilities on the lands.

6. The Land owner(s) shall further be responsible for making all payments to the Summer Village for any engineering study, directly related to the design and installation of services benefiting the lands for future development, as and when required by the Summer Village, the amount of such payments shall be determined in accordance with the cost recovery mechanism.
7. When underground utilities and/or surface improvements are made available to the lands or, in the opinion of the Summer Village, should be installed by the Summer Village, the landowner(s) shall:
 - a) pay to the Summer Village the contribution being the proportional cost attributable to each lot on the lands for the cost of installing the underground utilities and surface improvements, and
 - b) at its own expense, and with reasonable diligence, cause its on-site wastewater facilities to be connected to the underground utilities, and
 - c) at its own expense, decommission any existing on-site wastewater facilities unless otherwise approved by the Summer Village.
8. Notwithstanding clause 7(a), it is agreed that any portion of the contribution which is deferred until the necessary wastewater servicing and/or surface improvements become available to the lands shall be paid to the Summer Village as and when required by the Summer Village.
9. At the time underground utilities are extended to the lands, the Summer Village may agree to the relocation of the utility right of way if the landowner(s) can provide replacement utility right of way which is satisfactory to the Summer Village. In that event, the Summer Village will discharge any utility right of way so replaced and, subject to the requirements of the Act, return the utility right of way to the landowner(s).
10. The Land owner agrees that this Agreement shall constitute a charge against the lands for all sums payable or which may become payable to the Summer Village pursuant to the terms of this Agreement and as security for the performance of all landowner obligations under this Agreement. The Land owner charges and encumbers the lands for the benefit of the Summer Village with such sums to be paid pursuant to the terms of this Agreement and performance of all obligations under this Agreement, and the Summer Village shall be entitled to file a caveat against the title to the lands to protect its interest in accordance with section 655 of the Act. The Land owner further agrees that if sums payable under this Agreement are not paid to the Summer Village upon demand, the Summer Village may take steps to realize upon its security against the lands.

The Land owner acknowledges that the Summer Village, pursuant to the said section of the Act, is entitled to register a caveat at the Land Titles Office in respect of this Agreement against the title of the lands and the covenants, warranties and undertakings contained in this Agreement. The Land owner further acknowledges and agrees that it shall be the sole responsibility of the Land owner at the Land owner's cost and expense to obtain whatever postponements and non-disturbance agreements as may be required by the Summer Village from any party or parties holding a prior encumbrance charge against the lands. In the event the Land owner fails to obtain any postponement or non-disturbance agreement(s) requested by the Summer Village, the Summer

- Village shall be at liberty to issue a stop work order whereupon all work on or any further development of the lands shall be stopped until such time as the postponement(s) and non-disturbance agreement(s) have been obtained by the Land owner and registered at the Land Titles Office.
11. The covenants, terms and conditions contained in this Agreement are intended and shall be deemed to be covenants legally annexed to and running with the lands.
 12. This Agreement shall be binding upon the Land owner, its successors-in-title and assigns, including the landowner(s).
 13. Where any of the Land owner's interest in the lands is assigned or transferred in any way prior to the Summer Village filing a caveat protecting its interest under this Agreement, the Land owner shall deliver to the Summer Village an assumption agreement acceptable to the Summer Village Solicitor, executed by the holder of the Land owner's interest and the Land owner shall bear any cost associated with the registration of such assumption agreement.
 14. 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 (except where expressly otherwise herein provided) shall be given by delivery by hand, sent by fax or registered mail, to:

in the case of the Summer Village

Summer Village of Sunbreaker Cove
Bay 8, 14 Thevenaz Industrial Trail
Sylvan Lake, Alberta T4S 2J5
Attention: Administrator
Fax: (403) 887-2897

and

and in the case of the Land owners

REGISTERED OWNERS NAME
MAILING ADDRESS

Any document having been mailed as aforesaid shall be deemed to have been received five (5) days after the date of mailing.

Either party hereto may from time to time change its address for service hereunder by notice to the other party.

If notice has to be served at a time when there is a strike, lockout or similar disruption in postal service, then notice hereunder shall be effected by actual delivery only.

15. Should part of this Agreement be or become illegal or unenforceable, it will be considered severable from this Agreement and the remainder of this Agreement will remain in effect as though the illegal or unenforceable parts had not been included.
16. The Land owner shall indemnify and save harmless the Summer Village, their respective officers, employees, and agents from any and all losses, costs, damages, actions, causes of action, suits, claims and demands whatsoever resulting from anything done or omitted to be done by the Land owner or its employees, agents or contractors, including their subcontractors or suppliers, in pursuance or purported pursuance of this Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, as attested by the hands of their respective officers in that behalf, as of the date first above written.

SUMMER VILLAGE OF SUNBREAKER COVE

Per: _____
Chief Administrative Officer

(Seal)

LAND OWNERS

Witness to Signature

Per: _____
OWNERS NAME

Witness to Signature

Per: _____
OWNERS NAME