

THIS AGREEMENT MADE EFFECTIVE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BETWEEN:

**CHRIS HABIAK,**

of 5133 – 46 Avenue, St. Paul, Alberta, T0A 3A4  
(hereinafter referred to as the “Developer”)

AND

**COUNTY OF ST. PAUL NO. 19,**

of 5015 - 49 Avenue, St. Paul, Alberta, T0A 3A4  
(hereinafter referred to as the “County”)

**WHEREAS** the Developer wishes to construct a single detached residential dwelling on land within the County which is legally described as NE-27-56-10-W4 (the “Lands”).

**AND WHEREAS** there is currently no road access to the Lands, but there is an undeveloped road allowance which could give access to the Lands.

**AND WHEREAS** prior to development, the Developer will need to make arrangements for the construction of a road giving access to the Lands and has requested that the County construct such a road for the Developer’s benefit.

**AND WHEREAS**, subject to the terms and conditions of this Agreement, the County has agreed to construct the road (the “Road”).

**NOWHEREFORE** the parties hereto in consideration of the mutual covenants and obligations herein contained, agree as follows:

1. The preamble to this Agreement forms an integral part of this Agreement.
2. The Developer will deposit with the County the amount of \$\_\_\_\_\_, being fifty (50) percent of the estimated cost of constructing the road (the “Funds”). The Funds shall be held by or utilized by the County subject to the terms and conditions of this Agreement, including the following:
  - a. The Developer shall construct and fully complete a single detached dwelling (within the meaning of the County of St. Paul Land Use Bylaw), upon the Lands within thirty-six (36) months of the date of execution of this Agreement. The single detached dwelling to be constructed shall conform with the County’s Land Use Bylaw, and shall not be a park model or a recreation vehicle within the meaning of the County’s Land Use Bylaw, nor shall it be any other form of trailer or recreational vehicle.
  - b. In the event that the Developer does not construct the single detached dwelling within the said thirty-six (36) month period, or the single detached dwelling upon the Lands does not comply with the Land Use Bylaw, or this Agreement, the County may retain the Funds and utilize the same to pay for or offset the costs or

expenses incurred by the County in regard to the construction of the road, or such part of the Road that may have been completed. Without restricting the generality of the foregoing, such costs or expenses shall include preparatory work, including those costs related to planning or engineering the Road.

- c. In the event that the Developer constructs a single detached dwelling upon the Lands which complies with the Land Use Bylaw and this Agreement, within the thirty-six (36) month period provided for, the County shall refund the Funds to the Developer. However, no interest shall be payable to the Developer.
  - d. In the event that the Developer sells or transfers the Lands, or that portion of the Lands upon which the single detached dwelling is constructed, the Developer shall make adequate arrangements with the purchaser/transferee, in regard to any refund of the Funds which may be owing. The Developer shall provide notice to the County of such arrangements which must be acceptable to the County. In the absence of such arrangements, any refund that may be owing shall be provided to the Developer only and a transferee or purchaser of the Lands shall have no right to the same.
3. Upon the Developer providing the Funds to the County, the County shall have full authority to commence construction of the Road. However, the County will not be required to commence construction of the Road at any particular time.
  4. Once the County commences construction of the Road, including preparatory work therefore, this Agreement cannot be revoked, terminated, or assigned without the written consent of the County, which consent may be arbitrarily withheld. Without limiting the generality of the foregoing, the County, in its unfettered discretion, may grant its consent upon conditions, including a condition that the Funds be utilized for the payment of any costs or expenses incurred by the County, before release of any balance or remainder.
  5. The Road to be constructed by the County as provided for herein will be a gravel road which complies with all County standards, shall be located on the undeveloped road allowance (\_\_\_\_\_) between \_\_\_\_\_ and \_\_\_\_\_. The Road shall not extend within the Lands, and the Developer shall remain fully responsible to provide all access roads or driveways within the Lands.
  6. The validity and interpretation of this Agreement shall be governed by the laws of the Province of Alberta and the parties hereto attorn to the jurisdiction of the Courts of Alberta which shall have exclusive jurisdiction to determine any issue arising herefrom.
  7. 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.
  8. This Agreement does not constitute a development permit, subdivision approval or any other form of regulatory or statutory approval. The Developer remains fully responsible to apply for and obtain any such approvals, and the County makes no representations in regard to the same.

9. This Agreement constitutes the whole of the Agreement between the parties hereto and both parties acknowledge, represent and warrant that there are no representations or collateral agreements which have been made in regard to the subject matter hereto or which have been relied upon.

10. This Agreement shall enure to and be binding upon the parties hereto, their respective heirs, executives, administrators, successors and permitted assigns as the case may be.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CHRIS HABIAK

COUNTY OF ST. PAUL NO. 19

\_\_\_\_\_  
WITNESS

per: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

per: \_\_\_\_\_

1142914;October 24, 2013

