

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

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THE LAND TITLES ACT
CAVEAT FORBIDDING REGISTRATION
Form 26, Section 130

TO: The Registrar of the South Alberta Land Registration District

TAKE NOTICE that THE TOWN OF CANMORE (the "Caveator"), a municipal corporation, in the Province of Alberta, claims a statutory right pursuant to the Municipal Government Act s.650(2) and pursuant to a Development Agreement (a true copy of such Development Agreement being attached hereto) dated the 10th day of January, 2003 in the land described as follows:

Condominium Plan 0310034

Unit 3

**And 2563 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals**

And

Condominium Plan 0310034

Unit 4

**And 2437 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals**

standing in the register in the name of **Medican Developments Inc.** and the Caveator herein forbids the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to this claim.

We appoint the Town of Canmore, 600 9th Street, Canmore, Alberta, T1W 2T2 as the place at which notices and proceedings relating hereto may be served.

DATED this 14 day of March, 2003.

THE TOWN OF CANMORE

Per:

Glen Craig, Mayor

Per:

Bertram Dyck, C.A.O.

A. J. L.
Approved As To Content

AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA) I, Bertram Dyck, of the Town
) of Canmore, in the Province of Alberta,
PROVINCE OF ALBERTA)
)
TO WIT:) MAKE OATH AND SAY AS FOLLOWS:

1. I am agent for the above named Caveator.
2. I believe the Caveator has a good and valid claim on the Lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in proposing to deal with it.

Sworn before me at the Town of)
Canmore, in the Province of)
Alberta, this 14 day of)
March, 2003.)

Suzette Cardinal)
A Commissioner for Oaths in)
and for the Province of Alberta)

Bertram Dyck)
Bertram Dyck, C.A.O.)

SUZETTE CARDINAL
Appointee #0697979
Expiry Date: March 13, 2004

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DEVELOPMENT AGREEMENT

BETWEEN: MEDICAN DEVELOPMENTS INC., of the City of Medicine Hat, in the
Province of Alberta;

AND: THE TOWN OF CANMORE, a Municipal Corporation under the laws of the
Province of Alberta.

THIS AGREEMENT MADE THIS 10th DAY OF JANUARY, 2003.

BETWEEN: MEDICAN DEVELOPMENTS INC., with offices in the City of Medicine Hat,
in the Province of Alberta,

(hereinafter referred to as the "Developer")

OF THE FIRST PART

- and -

THE TOWN OF CANMORE, a Municipal Corporation under the laws of the
Province of Alberta,

(hereinafter referred to as the "Town")

OF THE SECOND PART

RECITALS:

The Development Authority on the 26th day of July, 2002, pursuant to Municipal Government Act RSA 1994, C.M 26.1 as amended, and the Town of Canmore Land Use Bylaw, No. 09-99, as amended, approved the issuance of a Development Permit for the development of:

**DP 2002-363
Apartments and Athletic & Recreational Facility**

THIS AGREEMENT WITNESSETH that in consideration of the issuance and release of the Development Permit by the Town to the Developer and of the promises and mutual covenants, undertakings and agreements herein contained, and other good and valuable consideration, in receipt and sufficiency of which are hereby irrevocably acknowledged by the parties hereto, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.01 The following words and phrases shall have the following meanings:

- a. "Act" means the Municipal Government Act, R.S.A. 1994, C.M-26.1 as amended;
- b. "CCC-FAC Procedure" means the completion of Municipal Improvements by the Developer as evidenced by the Construction Completion Certificate, maintenance and repair of said Municipal Improvements during the Warranty Period, and acceptance of the Municipal Improvements as evidenced by the Final Acceptance Certificate in accordance with this Agreement and the Town's Consultant's Guidelines for Subdivisions and Developments.
- c. "Canmore Planning Approving Authority" means the Development Authority or the Subdivision and Development Appeal Board as the case may be, which approved the Development Permit.
- d. "Commencement of Construction" or "Commence Construction" shall mean the date that the Developer commences or causes to be commenced construction of any improvement which the Developer may undertake or has undertaken to construct or causes to be constructed pursuant to the Development Permit provided that any work relating to the preparation or clearance of any site, including any removal of any cables, buildings, structures, pipes, ducts, lines and tangible improvements, whether located, in whole or in part, above, upon or below ground, or the removal of any debris from such site, or the placing of any machinery or equipment on such site shall not be considered Commencement of Construction;
- e. "Completion" or "Complete" shall mean:
 - i) that all Municipal Improvements have been constructed, inspected and tested in accordance with the Site Servicing Plan or other Plans accepted by the Town and the Town's Standards and Guidelines; and
 - ii) that the Town acting reasonably, has determined, that the Development as a whole, or any phase of the Development as defined in this Agreement, has met all of the conditions of the relevant Development Permit and of this Agreement.
- f. "Construction Completion Certificate" (CCC) shall mean the certificate issued by the Consultant, stating that all Municipal Improvements and materials have been constructed, installed and inspected in conformance with this Agreement and the Town's Standards & Guidelines, and that all defects and deficiencies in the Municipal Improvements and materials have been remedied by the Developer. The date of acceptance of the Construction Completion Certificate by the Town indicates commencement of the Warranty Period.
- g. "Consultant" shall mean the person(s) or firm(s) retained by the Developer to provide professional services for the design and completion of the Development and shall include, but not be limited to, an Architect, Consulting Engineer, Landscape Architect, Land Surveyor and Land-use Planner.
- h. "Council" means the Municipal Council of the Town of Canmore;
- i. "Developer" shall mean the individual and/or corporation who proposes to install and construct the Development as defined in this Agreement.
- j. "Development" means the construction of the Development approved by the Canmore Planning Approving Authority by the Development Permit;
- k. "Development Authority" means the Town official or other persons appointed by the Council by Bylaw;

- l. "Development Completion Certificate" (DCC) means a notice or certificate issued by the Town of Canmore indicating that a Development has been completed and has complied with all approved Plans and all conditions attached to the relevant Development Permit allowing the Development, and that any security attached to the approval of the Development Permit may be returned to the Developer. A Development Completion Certificate shall include minor Municipal Improvements but shall not apply to substantial Municipal Improvements identified by the Town that are to be completed separately under the CCC-FAC Procedure in accordance with this Agreement.
- m. "Development Permit" means the Development Permit approved by the Canmore Planning Approving Authority, and conditions, all of which are attached hereto as Schedule "A";
- n. "Development Site" means that portion of the lands in the Town of Canmore legally described as follows:

UNITS 3 and 4 CONDOMINIUM PLAN 031 0034

- o. "Director of Environmental Services" means the Town official with the Title of Director of Environmental Services appointed by the Council;
- p. "Final Acceptance Certificate" (FAC) shall mean the certificate issued by the Consultant stating that the Municipal Improvements and materials have been constructed, installed and inspected in conformance with the Agreement and Standards & Guidelines and that all defects and deficiencies in the Municipal Improvements and materials have been remedied by the Developer. The date of acceptance of the Final Acceptance Certificate by the Town indicates the expiration of the Warranty Period.
- q. "Garage" means an enclosed, underground parking structure built to the standards approved by the Canmore Planning Approving Authority as part of the Development;
- r. "Land Use Bylaw" means the Town of Canmore Land Use Bylaw No. 09-99, as amended;
- s. "Landscaped Area" means that portion of the Development Site required by the approval of the Canmore Planning Approving Authority to be landscaped;
- t. "Landscape" or "Landscaping" means the modification and enhancement of a site or development through the use of:
 - i) "natural landscaping" consisting of vegetation such as trees, shrubs, hedges, grass and other ground cover; or,
 - ii) "hard landscaping" consisting of non-vegetation materials such as brick, stone, concrete, tile and wood, excluding monolithic concrete and asphalt; or,
 - iii) the alteration of any grades or elevations of the surface of the site which is not done solely for purposes of drainage control.
- u. "Loading Bay" means a portion of land or a building set aside for the loading or unloading of motor vehicles and constructed to the standards required by the Director of Environmental Services;
- v. "Municipal Improvements" shall mean and include, within and without the Development Site, those services and facilities outlined as follows, as identified in the Site Servicing Plans and other Plans prepared by the Developer or Consultant in accordance with the Town's Standards and Guidelines, and accepted by the Town for the Development:
 - i) All sanitary sewer mains, service connections, interceptors, sampling manholes, lift stations, force mains and appurtenances; and
 - ii) All drainage systems, including storm sewers, storm sewer connections, catch basins, interceptors, infiltration systems, storm retention ponds and associated works, all as and where required by the Town; and

- iii) All water mains, including all fittings, valves, pressure reducers, pressure boosters and hydrants and looping as required by the Town, in order to safeguard and ensure the continuous and safe supply of water in the Development Site; and
 - iv) All concrete curbs, gutters, sidewalks, driveway crossings and aprons, and sub-grade preparation, sub-base, base and asphaltic or concrete pavement; and
 - v) All lighting systems for streets, walkways, parking areas and Municipal Lands as and where required by the Town; and
 - vi) All traffic signs, traffic control signals, underground conduits, pavement markings, street signs, development identification signs, zoning signs, and directional signs, berming and noise attenuation devices all as and where required by the Town; and
 - vii) All walkway systems and landscaping on both private property and Municipal Lands which are to be constructed and installed to the satisfaction of the Town, and in accordance with the landscaping Plan to be submitted for the approval of the Town; and
 - viii) Such construction or development of streets and lanes as may be required by the Town; including, but in no manner limited to, a second or temporary access for vehicular traffic from the Development Site; and
 - ix) The restoration of all Municipal Lands to the Town's satisfaction which are disturbed or damaged in the course of the Developer's work; and
 - x) The relocation, to the Town's satisfaction, of all existing utilities and Municipal Improvements as required by the Town as a result of the installation and construction of other utilities and Municipal Improvements pursuant to this Agreement; and
 - xi) Such uniform fencing, (noise attenuation, or screen) either permanent or temporary, of a standard and of a design satisfactory to the Town, all of which is to be constructed and located to the satisfaction of the Town; and
 - xii) All utilities including electricity and natural gas; such utilities to be provided to a standard and design to be approved by the appropriate utility company.
- w. "Municipal Lands" shall mean any lands owned by the Town or administered by the Town on behalf of the third parties, and includes, but is not limited to, Municipal Reserve (MR) parcels, Environmental Reserve (ER) parcels, Municipal and School Reserve (MSR), Public Utility Lots (PUL), and road, lane, walkway or utility rights-of-way. Municipal Lands has the same meaning as the term "Public Properties," contained in the Town of Canmore Engineering Design Guidelines, Construction and Landscaping Standards.
- x. "Municipal Planning Commission" means the Canmore Planning Commission established by the provisions of a Bylaw of the Town of Canmore;
- y. "Native Plant Species" means trees, shrubs and other plant types that occur naturally in the montane environments of Alberta. Suitable plant species are identified in the Town of Canmore Construction and Landscaping Standards.
- z. "Occupancy" shall mean and shall be deemed to have occurred when the Developer, its servants or agents, enter into possession of any portion of the Development for the purpose of carrying on any activity or use of the building or buildings, constructed pursuant to the Development Permit that results in or is likely to result in a change in the intensity of use of the Development Site or such buildings, excluding only the activity of construction;
- aa. "Parking Stall" means a portion of land or of a building, both above and below grade, set aside for the parking of motor vehicles and constructed to the standards required by the Director of Environmental Services;
- ab. "Plans" means the details, plans and elevations approved by the Canmore Planning Approving Authority by the Development Permit;
- ac. "Site Servicing Plans" means the details, plans, sections and elevations, specifically showing the locations, type, nature and standards of all Municipal Improvements to be installed by the Developer

[illegible]

- Abstract**

as follows: 25% or \$38,945.25 upon the signing of this Development Agreement, 50% or \$77,890.50 on the ONE (1) year anniversary of the signing of this Development Agreement and the third and final payment of 25% or \$38,945.25 paid on the TWO (2) year anniversary date. Notwithstanding the schedule of payments above, should the Developer request a Development Completion Certificate pursuant to Clause 4.02 of this Agreement in respect of Phase 1, then the Developer shall pay all outstanding amounts set forth above. The Developer shall agree to provide the Town with cash or an irrevocable Letter of Credit for the total amount outstanding for the off site levies for Phase 1, which shall be reduced accordingly upon annual payments as described above.

Prior to the release of the Building Permit for Phase 2, the Developer shall pay to the Town, with respect to the Development, off site levies or costs as imposed by the Bylaws of the Town of Canmore, in the amount of \$155, 781.00 as the costs to be applied towards the total water/sewer infrastructure for the Town in respect of Phase 2. The off site levies shall be paid in three payments as follows: 25% or \$38,945.25 prior to the release of the Building Permit for Phase 2, 50% or \$77,890.50 on the ONE (1) year anniversary of the issuance of the Building Permit for Phase 2 and the third and final payment of 25% or \$38,945.25 paid on the TWO (2) year anniversary date of the issuance of the Building Permit for Phase 2. Notwithstanding the schedule of payments above, should the Developer request a Development Completion Certificate pursuant to Clause 4.02 of this Agreement in respect of Phase 2, then the Developer shall pay all outstanding amounts set forth above. The Developer shall agree to provide the Town with cash or an irrevocable Letter of Credit for the total amount outstanding for the off site levies for Phase 2, which shall be reduced accordingly upon annual payments as described above.

- 2.04 The Developer shall construct, or cause to be constructed and completed, not less than 172 on-site Parking Stalls, and 2 Loading Bays within the Development Site, all of which shall be graded and paved to dispose of drainage to the reasonable satisfaction of the Town of Canmore and in accordance with the approved Plans. The Developer shall mark each Parking Stall and the Loading Bay individually with painted lines and concrete curbs not less than 150 millimetres high. The final parking layout, including handicapped parking stalls, must be to the reasonable satisfaction of the Town of Canmore prior to final inspection.

- 2.05 As part of Phase 1, in accordance with a request by Council, a Recreation Facility Contribution of \$55,461.00 (total contribution of \$973 per unit x 57 units) shall be paid. This Recreation Contribution shall be paid in three payments as follows: 25% or \$13,865.25 upon the signing of this Development Agreement, 50% or \$27,730.50 on the ONE (1) year anniversary of the signing of the Development Agreement and the third and final payment of 25% or \$13,865.25 paid on the TWO (2) year anniversary date. Notwithstanding the schedule of payments above, should the Developer request a Development Completion Certificate pursuant to Clause 4.02 of this Agreement in respect of Phase 1, then the Developer shall pay all outstanding amounts prior to the Development Completion Inspection being conducted by the Town. The Developer shall agree to provide the Town with cash or an irrevocable Letter of Credit for the total amount outstanding for the Recreation Facility Contribution for Phase 1, which shall be reduced accordingly upon annual payments as described above.

As part of Phase 2, in accordance with a request by Council, a Recreation Facility Contribution of \$55,461.00 (total contribution of \$973 per unit x 57 units) shall be paid. This Recreation Contribution shall be paid in three payments as follows: 25% or \$13,865.25 prior to the release of the Building Permit for Phase 2, 50% or \$27,730.50 on the ONE (1) year anniversary of the issuance of the Building Permit for Phase 2, and the third and final payment of 25% or \$13,865.25 paid on the TWO (2) year anniversary date of the issuance of the Building Permit for Phase 2. Notwithstanding the schedule of payments above, should the Developer request a Development Completion Certificate pursuant to Clause 4.02 of this Agreement in respect of Phase 2, then the Developer shall pay all outstanding amounts prior to the Development Completion Inspection being conducted by the Town. The Developer shall agree to provide the Town with cash or an irrevocable Letter of Credit for the total amount outstanding for the Recreation Facility Contribution for Phase 2, which shall be reduced accordingly upon annual payments as described above.

- 2.06 Prior to the release of the Development Permit, the Developer shall pay to the Town, the amount of \$0.00 to cover the costs incurred by the Town for any third party professional fees incurred by the Town associated with the review of the Development Permit Application.
- 2.07 Prior to the release of the Development Permit, the Developer shall pay to the Town, with respect to the Development, the amount of \$5,597.50 for Engineering Department Fees levied by the Town.
- 2.08 The Developer shall provide Landscaping in accordance with the Plans submitted and accepted by the Town, and:
- a) That native vegetation existing at the Commencement of Construction shall be preserved wherever possible. Any areas of the Development Site that are not shown as landscaped areas or construction or building or parking areas on any approved plans and that are disturbed during construction shall be returned to their condition prior to Commencement of Development, or landscaped to create a permanent ground cover to reduce dust problems and minimize weed growth.
 - b) That any trees, shrubs or other landscaping vegetation which dies or is blown over during the period from the Commencement of Construction to the issuance of a Development Completion Certificate, must be replaced with good quality trees, shrubs or other landscaping vegetation of a similar type and of an identical size, unless permission in writing is given by the Development Authority to replace such vegetation with an alternative. In this Article, "trees and shrubs" includes natural landscaping, and trees and shrubs remaining on completion of the Development.
 - c) That any area not covered by building, Parking Stall or Landscaping will have dust and weed control to the reasonable satisfaction of the Director of Environmental Services.
- 2.09 The Developer shall locate, design, and fully enclose, a garbage storage area with a base of either concrete or asphalt, and provide a containerized system in the planned garbage area, all to the reasonable satisfaction of the Development Authority.
- 2.10 The Developer shall use only those exterior finishing materials approved by the Canmore Planning Approving Authority as shown on the approved Plans.
- 2.11 The Developer shall
- a) contain, or dispose of, all stormwater drainage on or within the Development Site unless otherwise allowed under an approved subdivision stormwater management plan specifically approved otherwise by the Town;
 - b) provide all Municipal Improvements for the Development as required by the Canmore Planning Approving Authority;
- 2.12 The Developer shall not permit Occupancy for any unit within any phase of the Development until written authorization for such Occupancy has been issued by the Town.
- 2.13 Notwithstanding any approvals granted by this Agreement, the Developer, in connection with the construction of the Development, shall not:
- a) place any building materials, building tools, machinery, or construction device on;
 - b) park, leave, stand or station a mobile crane or other mobile building construction machine on;
 - c) load or unload material, machinery or equipment of any kind used in connection with a building operation of any nature upon; or
 - d) leave standing a portable garbage container on
- any portion of a Street unless separate application has first been made to, and approval has been granted by the Town for a Temporary Closure and Use of Street Permit in accordance with Bylaw No. 17-92 as amended.

- 2.14 Prior to release of the Building Permit, the applicant is to provide final addressing to the satisfaction of the Development Authority.
- 2.15 Prior to or concurrent with any bareland subdivision of the site, the Developer shall register a joint access easement agreement allowing shared use of the common access to the site, against the title of the subject properties.
- 2.16 Any lighting and traffic requirements adjacent to the wildlife corridor shall be minimized to the satisfaction of the Development Authority.
- 2.17 The Developer shall be permitted to construct the Development in two phases, as outlined in the Phasing Plan approved by the Town. Phase One shall include the northern portion of the Development Site and Phase 2 shall include the southern portion of the Development Site.

ARTICLE III MUNICIPAL IMPROVEMENTS

- 3.01 Prior to the release of the Development Permit, the Developer shall prepare and submit to the Town for approval Site Servicing Plans for the entire Development, including proposed stages, and the Site Servicing Plans shall:
- a) give all necessary details of the Municipal Improvements to be constructed by the Developer within or adjacent to the Development Site, including any necessary specifications or supplementary information to be attached thereto; and
 - b) conform strictly to the Town's Standards and Guidelines.
- 3.02 Subject to the terms of this Agreement, the Developer shall be entitled to construct the Municipal Improvements in stages in accordance with the Site Servicing Plans once such Plans have been approved by the Town.
- 3.03 Prior to the Commencement of Construction of the Municipal Improvements within or adjacent to any stage of the Development Site, the Developer shall:
- a) Submit to the Town a construction schedule indicating the dates when each of the required Municipal Improvements are expected to be installed; and
 - b) Request the Town to issue a Schedule of Required Inspections; and the Town agrees to process such requests promptly.
- 3.04 The Developer shall, not less than twenty four (24) hours in advance, excluding Saturdays, Sundays and statutory holidays, notify the Town:
- a) to confirm the time when any excavation within a Street or on Municipal Lands will commence, or
 - b) to confirm the time when an installation indicated in the Schedule of Required Inspections will be ready for inspection.
- 3.05 If the Town has identified
- a) any defects or deficiencies in the installation of the Municipal Improvements by the Developer, or
 - b) any damage done to any existing Municipal Improvements or Municipal Lands by the Developer, then
- the Developer shall promptly correct such defects, deficiencies or damages and call for re-inspection by the Town. If after five (5) business days of the receipt of a written notice from the Town outlining the defects, deficiencies or damages, the Town considers that the Developer has not adequately corrected or has commenced taking the appropriate steps towards correcting the identified defects, deficiencies or damages, then the Town may take whatever action allowed by either the Act or this Agreement to remedy the defects, deficiencies or damages.
- 3.06 A claim by the Developer of a belief or opinion that existing Municipal Improvements or Municipal Property was defective or damaged prior to the commencement of construction or any other activity by the Developer, and not as a result of the actions of the Developer, shall not be recognized by the Town unless made in writing with photographic or other written evidence to validate such claim.
- 3.07 Where required by the Town, any substantial Municipal Improvements required on any Municipal Lands, or lands within or on the Development Site, shall be completed in accordance with the CCC-FAC Procedures and be warranted for a period of time as specified in this Agreement from the date of the acceptance of the Construction Completion Certificate to the date of acceptance of the Final Acceptance Certificate by the Town. The type and nature of the security provided by the Developer during the Warranty Period shall be in accordance with Article III of this Agreement and to the satisfaction of the Town.

- 2014年12月25日

ARTICLE IV **SECURITY**

- 4.01 Prior to the release of the Development Permit, the Developer shall provide to the Town a Letter of Credit (or Letters of Credit) from a Canadian Financial Institution acceptable to the Town in the format attached as "Annex A" and for the following amount:

\$135,000.00

which Letter of Credit shall be held by the Town to secure, collectively:

- a) construction and completion of on-site Garage or Parking Stalls in accordance with Section 2.04;
 - b) construction and completion of the Landscaping and garbage storage area in accordance with Sections 2.08 and 2.09;
 - c) construction and completion of the Development, including exterior finishing and stormwater drainage provisions, in accordance with Section 2.11;
 - d) construction and completion of Municipal Improvements in accordance with Sections 2.02 and 2.11;
 - e) construction and completion of the Off-Site Municipal Improvements and the access road and intersection with Three Sisters Parkway as shown in the Plans approved by the Town;
 - f) repair and maintenance of the Municipal Improvements during the Warranty Period where the CCC-FAC Procedure applies;
 - g) repairs to Municipal Lands or Municipal Improvements from damage caused by the Developer; and
 - h) the Developer's diligent performance of its obligations under this agreement.
- 4.02 All such Letters of Credit shall be irrevocable and automatically extended without amendment in accordance with the wording included in the "required Form" attached to this agreement as Annex "A".
- 4.03 The release of any security held pursuant to Clause 4.01 shall be as indicated in Article V of this Agreement.

ARTICLE V **COMMENCEMENT AND COMPLETION**

- 5.01 In the event that the Developer commences Construction on Phase 1 of the Development but does not complete the Development in accordance with the conditions of approval of the Development Permit, including Parking Stalls, Loading Bays, Stormwater Drainage, Municipal Improvements and Landscaping requirements, within two (2) years of July 26th, 2002, (the date of approval of the Development Permit by the Development Authority), and the Developer does not obtain a new Development Permit or an extension to this period from the Development Authority, or a default by the Developer identified by the Town has not been rectified by the Developer in accordance with the provisions of this Agreement, or the Developer by any act omission is in default of any term, condition or covenant of this Agreement, or the security to be provided by the Developer to the Town pursuant to this Agreement is due to expire within a period of SIXTY (60) days and the Developer has not deposited with the Town a renewal or replacement of such security in terms and form acceptable to the Town's solicitors, the Town shall have the right, in its sole discretion, to enter upon the land and carry out the required work.

The Developer shall commence construction on Phase 2 of the Development no later than July 26th, 2003.

In the event that the Developer commences Construction on Phase 2 of the Development but does not complete the Development in accordance with the conditions of approval of the Development Permit, including Parking Stalls, Loading Bays, Stormwater Drainage, Municipal Improvements and Landscaping requirements, within two (2) years of July 26th, 2003, and the Developer does not obtain a new Development Permit or an extension to this period from the Canmore Planning Authority, or a default by the Developer identified by the Town has not been rectified by the Developer in accordance with the provisions of this Agreement, or the Developer by any act omission is in default of any term, condition or covenant of this Agreement, or the security to be provided by the Developer to the Town pursuant to this Agreement is due to expire within a period of SIXTY (60) days and the Developer has not deposited with the Town a renewal or replacement of such security in terms and form acceptable to the Town's solicitors, the Town shall have the right, in its sole discretion, to enter upon the land and carry out the required work.

Where the Town has carried out the required work, or intends to carry out work to fulfill the obligations of the Developer under this Agreement, it may at its discretion:

- a) Cause the costs and expenses incurred to be placed on the tax roll as an additional tax against the property concerned; or
- b) Draw upon the appropriate Letter of Credit, to the extent required, to obtain compensation for the costs and expenses that have or may be incurred; and
- c) To the extent that the Letter of Credit is insufficient to pay for the said costs and expenses, cause the excess to be placed on the tax roll as an additional tax against the property concerned; and,
- d) The Developer hereby consents, pursuant to the Act, to an authorized person (as that term is used in the Act) entering the Development Site or Development or both for the purpose of ensuring compliance with the Act, its Regulations, the Land Use Bylaw of the Town of Canmore, or for the purpose of enforcing an Order of the Development Appeal Board.

5.02 Upon completion of the Development in accordance with the accepted Plans, Site Servicing Plans, Town's Standards and Guidelines and any conditions attached to the Development Permit approved by the Development Authority on July 26th, 2002:

- a) The Developer shall submit a written request to the Town of Canmore:
 - i) To issue a **Development Completion Certificate**; and
 - ii) Where the CCC-FAC Procedure applies, to accept a Construction Completion Certificate submitted by the Developer's Consultant in a format acceptable to the Town.
- b) Within fourteen (14) days of receipt of the written request from the Developer to issue a Development Completion Certificate or to accept a Construction Completion Certificate, the Town of Canmore shall, subject to weather conditions, conduct inspections of the Development and the Municipal Improvements to determine if the Development is in accordance with the accepted Development Plans, Site Servicing Plans, Town's Standards and Guidelines and any conditions attached to the Development Permit.

5.03 If, upon conducting its inspections of the Development, the Town is satisfied that the Development has been constructed in accordance with the Development Permit, accepted Plans, Site Servicing Plans, Town's Standards and Guidelines and any conditions attached to the Development Permit by the Canmore Planning Approving Authority, then the Town of Canmore shall:

- a) Issue a **Development Completion Certificate**; and
- b) Where the CCC-FAC Procedure applies, accept a **Construction Completion Certificate**; and

- c) Release to the Developer any unused portion of the security held by the Town pursuant to Clauses 4.01 and 5.06, with security being retained as required by the Town with respect to the warranty period for Municipal Improvements.
- 5.04 If, upon conducting its inspections of the Development, the Town is **not** satisfied that the Development has been constructed in accordance with the Development Permit, accepted Plans, Site Servicing Plans, Town's Standards and Guidelines and any conditions attached to the Development Permit by the Canmore Planning Approving Authority, then the Town of Canmore shall provide in writing a list of deficiencies to the Developer, outlining what must be done for the Development to comply with the accepted Development Plans, Site Servicing Plans, Town's Standards and Guidelines and any conditions attached to the Development Permit by the Canmore Planning Approval Authority. These deficiencies shall be rectified by the Developer before the Developer may request a subsequent Development Completion Certificate or Construction Completion Certificate Inspections. Additional inspections may be subject to Re-Inspection Fees, established by resolution of Council.
- 5.05 If, upon conducting its inspections of the Development, the Town is **not** satisfied that the Development has been constructed in accordance with the Development Permit, accepted Plans, Site Servicing Plans, Town's Standards and Guidelines and any conditions attached to the Development Permit by the Canmore Planning Approving Authority, then the Town is **not required** to release any portion of the security held by the Town pursuant to Clause 4.01. At the discretion of the Town, a release of a portion of the security may be released, if the Town is satisfied that the project is sufficiently complete to allow a partial refund of the security.
- 5.06 Where the CCC-FAC Procedure applies:
- The Developer shall be responsible for and shall carry out all repairs and maintenance of the Municipal Improvements due to defects in materials, improper installation and construction, or any failure of the Municipal Improvements to function as intended during the Warranty Period;
 - The Developer shall submit a written request to the Town, thirty (30) days prior to the expiry of the Warranty Period, to accept a Final Acceptance Certificate in a format acceptable to the Town;
 - Within fourteen (14) days of receipt of the written request from the Developer to accept a Final Acceptance Certificate, the Town shall, subject to weather conditions, conduct an inspection of the Municipal Improvements to determine if they have been repaired and maintained, and they function as intended in accordance with this Agreement; and
 - When the Town is satisfied that the Municipal Improvements have been repaired and maintained, and they function as intended, then the Town shall accept the Final Acceptance Certificate and release any remaining security held by the Town pursuant to Clause 4.01.
- 5.07 If the Developer fails to Commence Construction of the Development during the period of validity of the Development Permit, then upon seven (7) days written notice given by the Developer to the Town (which notice shall include the Development Permit or a statutory declaration by the Developer that it has been lost) the Town shall return to the Developer all security held by the Town.
- 5.08 The Town may at its discretion, and upon request by the Developer, provide a partial release or reduction in the amount of the security required pursuant to Clause 4.01, as parts of the Development are completed and accepted as complete by the Town.

ARTICLE VI

DELAYS

- 6.01 If either party is prevented from carrying out any of its obligations or is delayed in the performance of such obligations by reason of strikes, lockouts, government restrictions, acts of God, unavailability of materials, labour and similar causes, all beyond the control of the party in question, and such delays render uncertain or unlikely that such party can perform its obligations within the time period, then the time for carrying out or performing any obligation on the part of such party may be extended by the Development Authority by agreement in writing and the period of such extension shall be a reasonable time which shall not be greater than the length of such delay.

ARTICLE VII

NON-ASSIGNABILITY OF AGREEMENT

- 7.01 This Agreement shall not be assignable by the Developer without the express written approval of the Town. Such approval shall be subject to paragraph 7.02 and may be withheld by the Town in its discretion, but shall not be unreasonably withheld by the Town for issues unrelated to the assignation.
- 7.02 It is understood between the Town and the Developer that no assignment of this Agreement by the Developer shall be permitted by the Town unless and until:
- a) The proposed assignee enters into a further agreement with the Town whereby such assignee undertakes to assume and perform all of the obligations and responsibilities of the Development as set forth in this Agreement;
 - b) The proposed assignee has deposited with the Town all insurance and security as required by the terms of this Agreement.

ARTICLE VIII CAVEATS

- 8.01 The Town will be entitled to file and maintain a Caveat evidencing this Agreement against the interest of the Developer in any and all portions of the Development Site. The Town shall from time to time, upon the request of the Developer, execute and deliver to the Developer for registration in the proper Land Titles Office, registerable postponements of the Caveat, postponing the said Caveat in favour of any encumbrance or encumbrances to be registered against the whole or any portion of the Development Site to secure advances made for interim or long-term financing (or either of them) of the Development.
- 8.02 If the Developer fails to Commence Construction of the Development during the period of the validity of the Development Permit, the obligations of the parties shall be deemed to have been released by mutual agreement and any Caveat filed by the Town against the whole or any portion of the Development Site pursuant to Article 8.01 shall be withdrawn by the Town within seven (7) days of a written request by the Developer for such withdrawal.
- 8.03 Any caveat filed by the Town with regard to this Agreement will be discharged upon issuance of a Development Completion Certificate, or the Final Acceptance Certificate, where such certificate is required, whichever occurs later.

ARTICLE IX NOTICE

- 9.01 Any notice, communication or request to be given to either party shall be in writing by registered mail, postage prepaid, or by personal delivery or telex or telegram addressed to such party at the following address:

As to the Town:
Town of Canmore
600 - 9th Street
Canmore, Alberta
T1W 2T2

As to the Developers:
Medican Developments Inc.
1870A 6th Avenue S.W.
Medicine Hat, Alberta
T1A 7X5

or at such address as either party may from time to time advise the other in writing. Any such notice communication or request, whenever mailed shall be deemed to have been received on the fourth business day next following the date it is so mailed, if by telex or telegram, shall be deemed to have been received twelve (12) hours after transmission; PROVIDED THAT if normal mail, telex or telegram service is interrupted by labour disputes or difficulties or technical difficulties or for any other reason, then any of the said services which have been so interrupted shall be utilized, or the notice, communication or request shall be personally delivered to ensure prompt receipt.

ARTICLE X WAIVER

- 10.01 Either party may waive any breach by the other of any provision or provisions contained in this Agreement or any default by the other in the observance or performance of any covenant or condition required to be observed or performed by the other under the terms of this agreement, provided that no such waiver shall be binding upon such party unless given in writing, nor shall any waiver extend or be taken to affect any subsequent breach or default or to affect the right to the waiving party.

ARTICLE XI GENERAL

- 11.01 The headings of this agreement form no part of the agreement and shall be deemed to have been inserted for convenience only.
- 11.02 This agreement shall be binding upon and enure to the benefit of the respective parties and their successors, successors-in-title and assigns.
- 11.03 If any part of this agreement is held by a Court of competent jurisdiction to be void or unenforceable then only that part shall be void and unenforceable and the remainder of the agreement shall remain valid and enforceable.
- 11.04 This agreement is ancillary and collateral to the Development Permit and if there is disagreement between this Agreement and the Development Permit then the terms of the Development Agreement shall govern and be binding upon the Town and the Developer.
- 11.05 If any dispute or difference between the Town and the Developer shall arise under this Agreement with respect to the installation of municipal improvements, or the maintenance, replacement or repair of municipal improvements or municipal lands under the provisions of this Agreement, either party may give to the other notice of such dispute or difference and refer such dispute or difference to arbitration.
- 11.06 Notwithstanding Section 11.05, nothing in this Agreement prevents or precludes the Town or Developer from seeking remedy to disputes under statutory appeal mechanisms, including but not limited to the Subdivision and Development Appeal Board.
- 11.07 Arbitration shall be by a reference to an independent person to be selected jointly by the Town and the Developer, and his decision shall be final and binding. In the event that the Town and the Developer shall fail to agree on an arbitrator within forty eight (48) hours 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.
- 11.08 All charges, fees and expenses of the arbitrator shall be borne and paid by the Town or the Developer, or proportionately by both the Town and the Developer, depending upon their respective fault as found by the arbitrator.
- 11.09 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 Council of the Town. In any such instance the discretion, decision, opinion or determination of the Council of the Town, shall be final and binding upon the Developer.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 28
day of February, 2003.

THE TOWN OF CANMORE

PER: 

PER:  c/s

MEDICAN DEVELOPMENTS INC.

PER: 

PER: _____ c/s

APPROVED AS TO CONTENT


ANNEX A

REQUIRED FORM

(preferably to be prepared on Financial Institution letterhead)

Letter of Credit No. _____

Amount: _____

INITIAL EXPIRY DATE: _____

TO: THE MUNICIPAL CORPORATION OF THE TOWN OF CANMORE
 ADDRESS: 600 – 9TH. STREET, CANMORE, ALBERTA, T1W 2T2

We hereby authorize you to draw on (Name of Financial Institution) for account of (Name of Developer) up to an aggregate amount of (amount), available on demand.

Pursuant to the request of our customer (Name of Developer) we the (Name of Financial Institution) hereby establish and give you an Irrevocable Letter of Credit in your favor in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour without inquiring whether you have the right as between yourself and the said customer to make such demand and without recognizing any claim of our said customer, or objection by it to payment by us.

The Letter of Credit we understand relates those Municipal Services and financial obligations set out in an agreement between the customer and the municipality and referred to as the (DP 200(x)-xxx Project Reference).

The amount of this Letter of Credit will continue in force for a period of one (1) year but shall be subject to the condition hereinafter set forth.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) DAYS prior to the present or any future expiration date, we notify you in writing by registered mail, that we elect not to consider this Letter of Credit to be renewable for any additional period.

Dated at the ___ of _____, in the Province of Alberta, this ___ day of _____, A.D. 200(x).

COUNTERSIGNED BY:

(Name of Financial Institution)

Per: _____

A. L. T. A.

SOUTH ALBERTA LAND REGISTRATION DISTRICT

REMOTE LAND TITLE SEARCH

SEARCH DATE: 08/01/2003

LINE	SHORT LEGAL	TITLE NUMBER
0029 735 165	0310034;3	031 003 662

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0310034

UNIT 3

AND 2563 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;10;24;21;NE

ATS REFERENCE: 5;10;24;22;NW

MUNICIPALITY: TOWN OF CANMORE

REFERENCE NUMBER: 031 003 514 +2

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
031 003 662	06/01/2003	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

MEDICAN DEVELOPMENTS INC.
OF 1370A-6 AVE SW
MEDICINE HAT
ALBERTA T1A 7X7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
011 127 593	10/05/2001	RESTRICTIVE COVENANT
021 237 756	10/07/2002	RESTRICTIVE COVENANT
021 246 408	17/07/2002	MORTGAGE MORTGAGEE - PARAGON CAPITAL CORPORATION LTD.. #1130, 1015-4 ST SW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
031 003 662

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY

ALBERTA T2R1J4

ORIGINAL PRINCIPAL AMOUNT: \$2,720,000

SEE INSTRUMENT FOR INTEREST

021 246 409

17/07/2002

CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - PARAGON CAPITAL CORPORATION LTD..

#1130, 1015-4 ST SW

CALGARY

ALBERTA T2R1J4

AGENT - NIKOLAUS DEMIANTSCHUK

SEE INSTRUMENT FOR INTEREST

021 327 809

05/11/2002

CAVEAT

RE : DEVELOPMENT AGREEMENT

CAVEATOR - THE TOWN OF CANMORE.

600-9TH STREET

CANMORE

ALBERTA T1W2T2

AGENT - SEAL.

031 003 513

06/01/2003

UTILITY RIGHT OF WAY

GRANTEE - THE TOWN OF CANMORE.

600-9TH STREET

CANMORE

ALBERTA T1W2T2

031 003 663

06/01/2003

EASEMENT

OVER UNITS 3 AND 4 0310034 FOR THE BENEFIT

OF LOT 2ER BLOCK 1 ON PLAN 0111272

AS TO PLAN 0310035

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL PLAN SHEET

TOTAL INSTRUMENTS: 607

*END OF SEARCH *

SR# - J934112 /XLTOGAC2

YOUR FILE #: 42591.010.EB

TOTAL SR FEES: \$5.00

A. L. T. A.

SOUTH ALBERTA LAND REGISTRATION DISTRICT

REMOTE LAND TITLE SEARCH

SEARCH DATE: 08/01/2003

LINC SHORT LEGAL
0029 735 173 0310034;4

TITLE NUMBER
031 003 662 +1

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0310034

UNIT 4

AND 2437 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;10;24;21;NE

ATS REFERENCE: 5;10;24;22;NW

MUNICIPALITY: TOWN OF CANMORE

REFERENCE NUMBER: 031 003 514 +3

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
031 003 662	06/01/2003	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

MEDICAN DEVELOPMENTS INC.
OF 1870A-6 AVE SW
MEDICINE HAT
ALBERTA T1A 7X7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
011 127 593	10/05/2001	RESTRICTIVE COVENANT
021 237 756	10/07/2002	RESTRICTIVE COVENANT
021 245 408	17/07/2002	MORTGAGE MORTGAGEE - PARAGON CAPITAL CORPORATION LTD.. #1130, 1015-4 ST SW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
031 003 662 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY
ALBERTA T2R1J4
ORIGINAL PRINCIPAL AMOUNT: \$2,720,000
"SEE INSTRUMENT FOR INTEREST"

021 246 409 17/07/2002 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - PARAGON CAPITAL CORPORATION LTD..
#1130, 1015-4 ST SW
CALGARY
ALBERTA T2R1J4
AGENT - NIKOLAUS DEMIANTSCHUK
"SEE INSTRUMENT FOR INTEREST"

021 357 809 05/11/2002 CAVEAT
RE : DEVELOPMENT AGREEMENT
CAVEATOR - THE TOWN OF CANMORE.
600-9TH STREET
CANMORE
ALBERTA T1W2T2
AGENT - SEAL.

031 003 513 06/01/2003 UTILITY RIGHT OF WAY
GRANTEE - THE TOWN OF CANMORE.
600-9TH STREET
CANMORE
ALBERTA T1W2T2

031 003 663 06/01/2003 EASEMENT
OVER UNITS 3 AND 4 0310034 FOR THE BENEFIT
OF LOT 2ER BLOCK 1 ON PLAN 0111272
AS TO PLAN 0310035

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL PLAN SHEET

TOTAL INSTRUMENTS: 007 *END OF SEARCH *
YOUR FILE #: 42591.010.EB

SR# - J934125 /XLTOGAC2
TOTAL SR FEES: \$5.00



TOWN OF CANMORE

NOTICE OF DECISION

THIS IS NOT A DEVELOPMENT PERMIT

APPLICANT: ALVIN FRITZ

APPLICATION NO: DP 2002-363

ADDRESS: RR8 S28 C14, LETHBRIDGE, AB, T1J4P4

RE: Application for Development Permit to develop:

LOT 1 BLOCK 1 PLAN 0111272

Proposal: MULTI-FAMILY RESIDENTIAL - APARTMENTS & ATHLETIC & RECREATIONAL FACILITIES

It has been decided that the application be approved, subject to the conditions in the attached Schedule "A".

Date Notice Displayed
in Newspaper: N/A

Date Notice of
Decision Given: JULY 26 2002

Date D.O. Approval: JULY 26 2002


ANDREA WINTJES
DEVELOPMENT OFFICER

A decision of the Development Authority on a Development Permit application contained within the Notice of Decision may be appealed by serving a written Notice of Appeal to the Secretary of the Subdivision and Development Appeal Board in the case of:

- (i) an approval within fourteen (14) days from the date that the decision on the permit has been advertised in the local newspaper; or
- (ii) a refusal within fourteen (14) days of the date that the applicant is notified of the decision.

Note: If the approval described in this "Notice of Decision" is for a "Permitted Use" where no variances from the Land Use Bylaw have been granted, there is no appeal against the decision except where it can be shown that the Bylaw has been misinterpreted. In such an instance the above-described timelines apply.

A Development Permit is not released until fourteen (14) days after the date of the Public Notice (listing the approval for the Development Permit) is displayed in the local newspapers and/or until all relevant Conditions of Approval have been met and provided that no appeal has been lodged.

In accordance with Part A, Section 8 of Land Use Bylaw No.09 of 1999, as amended, this permit shall cease to be valid if development has not commenced within one (1) year of the date of approval of the development or has not been completed within two (2) years. Following the release of a Development Permit, a Building Permit is required for all work regulated under the Alberta Building Code.

It is the responsibility of the applicant to ensure that no appeals have been received and that the decision of approval(s) is final and a Development Permit issued, before proceeding with the development. Should you have any questions or require information regarding any of the above please contact the Town of Canmore Building and Development Department at 678-1511 during regular business hours.

SCHEDULE A

CONDITIONS FOR APPROVAL FOR: DP 2002-363
Multi-Family Residential
Apartments & Athletic and Recreational
Facilities

LEGAL DESCRIPTION: Lot 1, Block 1, Plan 011 1272

CIVIC ADDRESS: 155 and 175 Crossbow Place

APPROVED VARIANCES:

1. A variance to Part C, Section 3.1 to allow for the provision of 172 stalls as opposed to 175 stalls required by the Land Use Bylaw.

STANDARD CONDITIONS OF APPROVAL:

1. The applicant shall enter into a Development Agreement with the Town of Canmore, prior to commencing any construction. The Development Agreement shall include provisions regarding the payment of any required levies or fees. An application must be made in writing requesting that the Development Agreement be drawn up. A Certificate of Title evidencing the ownership of the property, and the name(s) of the person(s) having signing authority must accompany this request.
2. The applicant shall comply with all Town of Canmore Engineering requirements including the following:
 - a) No roof or other on-site drainage will be allowed to flow to the sanitary sewer system.
 - b) The developer must ensure that no drainage is diverted to either of the adjoining private properties or onto Town road or trail right-of-way. The location of all catch basins, dry wells and down spouts must be designed and constructed to meet this specification.
 - c) Water and sewer services are to be to the satisfaction of the Director of Environmental Services and must conform to the Engineering Design Standards and Open Space Guidelines of the Town of Canmore. Specifications must be obtained from the Director of Environmental Services.
 - d) Should the developer intend, or wish, to subdivide the property or building at some point in the future, a water meter and scan pad (puck) shall be required for each new title created and registered at the land Titles Office, to be installed where the main water service enters the property, in accordance with the Town of Canmore Water Works Bylaw (8-98), as amended from time to time.
3. All development shall comply with Alberta Environment ground water table elevation. No habitable floor space shall be built below the ground water table as determined by the Town of Canmore.
4. All construction shall comply with the Alberta Building Code and the Safety Codes Act.
5. All construction, landscaping and exterior finishing materials are to be as shown on the approved plans and other supporting material submitted with the application.
6. Any trees, shrubs or other plant material installed as part of the landscaping plan which may die or is blown over, shall be replaced on an ongoing basis, prior to receipt by the developer of a Development Completion Certificate. All pathways shown on the submitted plans shall be constructed as shown, and built to the relevant standards contained in the Town of Canmore Engineering Design Standards and Open Space Guidelines where appropriate.
7. Any roof top mechanical apparatus, including chimneys and vents, shall be screened to the satisfaction of the Development Authority.

8. Access to the site for emergency vehicles shall be to the satisfaction of the Manager of Emergency Services.
9. All signs shall require separate development permits.
10. No occupancy shall be permitted until an Occupancy Certificate has been issued by the Town of Canmore.
11. The following Special provisions shall apply for steep slope and deep fill development on the site:
 - a) No finished slopes shall exceed a 1:3 slope (1 vertical to 3 horizontal), except where certification of the stability of the slope has been issued by a Professional Engineer.
 - b) Where the Professional Engineer identifies the need for a retaining wall in the certification, all such retaining walls must be professionally designed and constructed, and the completed retaining wall certified by a Professional Engineer.
 - c) If required by the development officer, the applicant shall submit an as-built grade plan from a land surveyor showing finished grades. Such plan shall be submitted and the grades accepted by the development officer prior to issuance of the development completion certificate and prior to permission to occupy is granted. Any grades exceeding 1:3 shall be adjusted or certified prior to issuance of the development completion certificate.

SPECIFIC CONDITIONS:

12. The applicant shall provide security to the Town of Canmore to ensure completion of the project, in the form of cash or an irrevocable Letter of Credit in an amount equal to no less than 1.25 (125%) the estimated project costs for the project for landscaping and all hard surfacing and paving. The project estimates are to be provided to the Town for their acceptance, and be approved by the Town prior to the signing of the Development Agreement. The Letter of Credit shall be supplied at the time of the signing of the Development Agreement, and shall be in a format acceptable to the Town of Canmore.
13. The applicant is required to provide one hundred and seventy-two (172) parking stalls as shown on the approved plans.

The applicant shall provide two (2) loading spaces in the location indicated in the approved plans. The applicant shall incorporate the addition of a minimum of one designated handicapped parking stall per parkade area.

All on-site parking stalls, and loading spaces shall be graded and paved to dispose of drainage to the satisfaction of the Development Authority.
14. Prior to release of the Building Permit, the applicant is to provide final addressing to the satisfaction of the Development Authority.
15. Prior to occupancy, the applicant is to provide detailed design drawings of the access road and intersection with Three Sisters Parkway in accordance with the conclusions of the Traffic Impact Assessment, to the satisfaction of the Town.
16. Prior to occupancy the following engineering issues are to be addressed to the satisfaction of the Town:
 - (a). A maintenance agreement is required between the Town of Canmore and the applicant regarding the on-site water mains and appurtenances and on-site stormwater treatment facility.
 - (b). A utility right-of-way agreement is required between the Town of Canmore and the applicant regarding the on-site water mains and hydrants.
17. Prior to the release of the Development Permit, the applicant is to confirm whether the garbage collection will be private or public. Should the applicant request public garbage collection, the proposed location of garbage containers is to be reviewed to the satisfaction of the Development Authority.
18. Any lighting and traffic requirements adjacent to the wildlife corridor shall be minimized to the satisfaction of the Development Authority.

July 26, 2002
DATE SIGNED

Andrea Winters
Andrea Winters
DEVELOPMENT OFFICER

APPLICATION COMPLETE: July 25, 2002

NOTICE POSTING REQUIRED? YES ☐

NO ☒

DATED this 14 day of March, 2003

THE TOWN OF CANMORE

RE: Condominium Plan 0310034

Unit 3

And 2563 undivided one ten thousandth
shares in the common property
Excepting thereout all mines and minerals

And

Condominium Plan 0310034

Unit 4

And 2437 undivided one ten thousandth
shares in the common property
Excepting thereout all mines and minerals

CAVEAT

TOWN OF CANMORE

600 - 9TH Street

Canmore, Alberta

T1W 2T2

Phone: (403) 678-1500

Fax: (403) 678-1534

031096123 REGISTERED 2003 03 24
CAVE - CAVEAT
DOC 1 OF 1 DR# : 9686998 ADR/DBURTONWA
LINC/S: 0029735165 +

