

BYLAW 10929

A Bylaw to authorize an agreement with Her Majesty the Queen in Right of Canada to provide servicing to a parcel to house the Federally Sentenced Women's Facility

WHEREAS it is deemed in the public interest that the Agreement as hereinafter described should be approved by City Council:

NOW THEREFORE, the Municipal Council of the City of Edmonton duly assembled, enacts the following:

1. That City Council approve and authorize the execution of the Agreement between the CITY OF EDMONTON and HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Public Works and Government Services substantially in the form of the Agreement as set out in Appendix "A".

2. That the Mayor and City Clerk are hereby authorized to execute the Agreement set out as Appendix "A" on behalf of the City of Edmonton and all relevant officials and employees of the City are directed and authorized to do all those things necessary to implement the Said Agreement.

READ a first time this 14th day of December A.D. 1994;

READ a second time this 14th day of December A.D. 1994;

READ a third time and duly passed this 14th day of December A.D. 1994

APPROVED

As to Form

As to Contents


City Solicitor


Department General Manager

THE CITY OF EDMONTON


MAYOR


CITY CLERK

BYLAW 10929

APPENDIX "A"

certain municipal improvements, and in accordance with the terms and conditions hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual and other covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

ARTICLE 1: CONDITION PRECEDENT

1.1 This Agreement is conditional on the following being completed by the Owners prior to endorsement of the subdivision plan for the Said Lands, as provided for in Section 105(3) of the Planning Act, Chapter P-9, R.S.A. 1980, as amended, and in any event not later than _____, and shall not come into force and effect until the following conditions have been met:

(a) the Owners have paid to the City the sum of \$ 1,500.00 as their total contribution for inspection by the City of certain municipal improvements to be installed or constructed pursuant to this Agreement

(b) the Owners have paid to the City the sum of \$ 50,028.43 as their total contribution for their proportionate share of the cost of previously installed off-site and oversized services from which the Said Lands will benefit. The monies paid pursuant to this clause shall be referred to, collectively, as "the Assessments";

1.2 The Owners confirm that the payment described in Article 1.1(b) above shall be paid voluntarily and not subject to protest. The said payment will not be tendered as a result of any compulsion or duress. The Owners acknowledge that the City will be disbursing the said payment to prior developers, pursuant to Development Agreement I73/I73B, being agreements between the City of Edmonton and Daon Development Corporation.

ARTICLE 2: CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS

2.1 The Owners shall construct, install, and maintain the following improvements, ("the Municipal Improvements"), in accordance with the Engineering Drawings and the edition of the City Servicing Standards Manual in

effect at the time such Drawings were approved by the City ("the Manual"). The maintenance period shall be as set out below unless such period is extended through the operation of Articles 2.7 or 5:

(a) the water distribution system, being water mains having an internal diameter of less than or equal to 450 millimetres, all appurtenances thereto and service connections thereto, ("the Water System and Service Connections"). The Water System and Service Connections shall be maintained for one (1) year;

(b) any other improvements which may be shown on the Engineering Drawings. The Owners shall maintain these other improvements for two (2) years.

2.2 The Owners acknowledge that electrical services have not been extended to the boundary of the Said Lands. When the Owners want such services to be extended the electrical services must be requested from Edmonton Power. The Owners shall pay all costs incurred in providing the electrical services to the Said Lands.

2.3 The Owners acknowledge that telephone cable television services have not been extended to the boundary of the Said Lands. When the Owners want such services to be extended the telephone and cable television services must be requested from Edmonton Telephones Corporation. The Owners shall pay all costs incurred in providing the telephone and cable television services to the Said Lands.

2.4 The Owners acknowledge that there are no storm or sanitary sewer connections to the Said Lands.

2.5 The Owners acknowledge that roadway improvements may be required in the future on roads adjacent to the Said Lands because of the development of the Said Lands. The Owners acknowledge that the question of access to the Said Lands and the need for roadway modifications or improvements will be addressed by the Transportation Department of the City at the time a Development Permit is applied for, for development on the Said Lands. Costs

of the roadway modifications or improvements required at that time will be paid for by the Owners.

2.6 The Owners shall have completed the construction and installation of the municipal improvements and have applied for a Construction Completion Certificate, as defined herein, ("the CCC") for each of the Municipal Improvements within two (2) years from the date of the execution of this Agreement.

2.7 Upon completion of the construction and installation of each of the Municipal Improvements in accordance with this Agreement, and submission by the Owners to the City of a certificate signed and sealed by a Professional Engineer stating that the said Municipal Improvements have been installed and constructed in accordance with this Agreement, the Owners shall apply, in writing, to the City for a CCC in Form 171-3629E.

2.8 The maintenance period for each Municipal Improvement shall commence as of the date the CCC for that Municipal Improvement is issued.

2.9 The Owners shall, upon notification in writing given by the Engineer, correct any maintenance deficiency determined by the Engineer. In the event the Owners fail to correct all such maintenance deficiencies within thirty (30) days of receipt of such written notification, the City may do all the work necessary to correct same, in the opinion of the Engineer. The City shall invoice the Owner for all costs incurred by the City in correcting the maintenance deficiency.

2.10 The Owners shall provide to the Engineer, for approval, "as constructed" drawings of each Municipal Improvement not later than six (6) months prior to the expiration date of the maintenance period for the particular Municipal Improvement. In the event such "as constructed" drawings are not provided within these time limits, the maintenance period of each Municipal Improvement for which such drawings are not provided shall be extended for six (6) months from the date the Engineer received the said drawings.

2.11 Upon expiry of the maintenance period for each of the Municipal Improvements in accordance with this Agreement, and submission by the Owners to the City a certificate signed and sealed by a Professional Engineer stating that the said Municipal Improvements have been installed, constructed and maintained, reasonable wear and tear only excepted, throughout their maintenance periods in accordance with this Agreement, the Owners shall apply, in writing, to the City for a Final Acceptance Certificate ("the FAC"), in Form 171-3699D, for each of the above noted improvements excepting only those for which Article 2.1 states no FAC will be issued. In the event the Owners fail to apply for a FAC for each Municipal Improvement within thirty (30) days after expiry of the maintenance periods prescribed in Article 2 herein, or as extended pursuant to Article 2.7 or 5 hereof, the City shall invoice the Owners for any costs incurred by the City doing work required to maintain such municipal improvement until the Owners apply for a FAC.

2.12 In addition to the situations specifically identified in other provisions of this Agreement as being circumstances under which the City may invoice the Owners for costs of work done by the City, the City may invoice the Owners for costs incurred by the City if:

(a) the Owners default on any of their obligations under this Agreement and, in the opinion of the City, create an unsafe condition in which event the City may do any work required to protect life and property from injury and destruction; or

(b) the Owners default on any of their obligations under this Agreement, including without limitation, the obligation to repair any and all damage to Municipal Improvements caused by the Owners, their employees, servants or agents during the process of rectifying deficiencies identified on the FAC deficiency list or revisions thereto, in which event the City may do any work required to maintain, repair, remove, restore or remedy any defects in the work undertaken by the Owners herein;

2.13 In the event that the City invoices the Owners for costs incurred by the City, pursuant to Article 2.9 or any other Article of this Agreement

which gives the City the right to invoice the Owners for costs incurred by the City, the invoice shall include all costs incurred by the City in completing the work required pursuant to the Article giving rise to the City's right to do the work at the Owners expense. The Owners shall pay to the City the invoiced amounts immediately upon being invoiced.

2.14 If and whenever the City, in accordance with the provisions of Article 2.12(b) hereof, invoices the Owners for work done by the City to maintain, repair, remove, restore or remedy any defects in the work undertaken by the Owners herein, then, on completion of such works by the City and upon receipt of payment from the Owners to the City, the City shall issue to the Owners, without application therefor, any certificates which the Owners may otherwise be entitled to receive on completion of the maintenance period pursuant to Article 4 and the Owners shall be relieved of any obligations they may otherwise have to maintain, repair, remove, restore or remedy defects to the extent that such works have been undertaken by the City.

ARTICLE 3: CONSTRUCTION GUIDELINES

3.1 The Owners shall give written notice to the Manager of their intention to construct or install each Municipal Improvement at least forty-eight (48) hours prior to so doing.

3.2 The Owners shall, during construction and installation of the Municipal Improvements, minimize damage to and interference with existing municipal improvements or infrastructure necessarily affected by the carrying out of such work, and upon completion thereof shall restore all damaged municipal improvements, whether on the Said Lands or on lands adjacent thereto, to the condition, as nearly as possible, in which they existed prior to the commencement of construction of the Municipal Improvements by the Owners, reasonable wear and tear excepted.

3.3 At all times during the construction and installation of the Municipal Improvements, and except as authorized by the Manager in writing, the Owners shall maintain or provide alternative means of providing services to buildings or areas receiving services through municipal improvements

necessarily disrupted by the Owners in carrying out the construction or installation of the Municipal Improvements and, without restricting the generality of the foregoing, the Owners shall maintain physical access to such buildings or areas for collection of refuse and recyclables and police and fire protection.

3.4 The Owners shall, at their sole expense, remove, relocate or abandon any municipal improvements already existing on or under the Said Lands, if requested to do so by the Manager. Said removal, relocation or abandonment shall be performed by the Owners to the satisfaction of the Manager or in accordance with the standards prescribed in the edition of the City Servicing Standards Manual in effect at the time the Engineering Drawings were approved by the City.

3.5 The Owners shall, at their sole expense, connect the water mains installed on the Said Lands to the existing mains on the adjacent lands. Said connection shall be performed by the Owners in accordance with the standards prescribed in the edition of the City Servicing Standards Manual in effect at the time the Engineering Drawings were approved by the City.

3.6 The Owners shall, at their sole expense, connect the Storm and Sanitary Sewers installed on the Said Lands to the existing lateral storm and sanitary sewers on the adjacent lands. Said connection shall be performed by the Owners in accordance with the standards prescribed in the edition of the City Servicing Standards Manual in effect at the time the Engineering Drawings were approved by the City.

3.7 The Owners and the City may agree that the City shall construct, install and maintain any of the aforesaid Municipal Improvements upon a one time payment being made by the Owners to the City in such amount as the City may direct. In such event, a CCC and a FAC shall not be issued for the aforesaid Municipal Improvement, and the Owners shall be relieved of all maintenance obligations in respect thereof.

3.8 If the Owners intend to construct any improvements, other than those described in Article 2.1 herein, on a public highway or road allowance,

("the Encroachable Improvements"), they shall obtain the applicable written approval from the City Engineer. If the Encroachable Improvements are constructed in whole or in part by the Owners without obtaining the aforesaid approval, the City may charge the Owners the cost of removing the Encroachable Improvements.

ARTICLE 4: CONSTRUCTION COMPLETION CERTIFICATES/FINAL ACCEPTANCE CERTIFICATES

4.1 Within thirty (30) days after application for either a CCC or the FAC the City shall make an on-site inspection, weather and ground conditions permitting, of the Municipal Improvement and shall provide to the Owners, within two (2) weeks after the aforesaid inspection, a written list of all deficiencies in the construction, installation, repair, restoration or maintenance thereof, reasonable wear and tear excepted, (respectively "the CCC deficiency list" and "the FAC deficiency list"). In the event the Engineer is satisfied upon carrying out the inspection that the Municipal Improvements have been installed, constructed and maintained in accordance with this Agreement, the Engineer shall issue the CCC or FAC for that Municipal Improvement effective the date of the inspection.

4.2 Notwithstanding anything herein to the contrary, if, in the sole opinion of the Engineer, weather or ground conditions are so adverse as to prevent him from completing an on-site inspection of the Municipal Improvements, the Engineer shall, within thirty (30) days after receipt of an application for an inspection, notify the Owners in writing that an inspection cannot presently take place, and shall, when in his opinion weather and ground conditions allow, complete the inspection upon twenty-four (24) hours notice to the Owners.

4.3 In the event deficiencies are found on inspection, the Owners shall repair the said deficiencies and, unless the Owners and the Engineer have agreed the deficiency is a minor deficiency and may be repaired in accordance with Article 5, apply for a reinspection. Within thirty (30) days after receipt of such application for a reinspection, the City shall perform the reinspection, weather and ground conditions permitting, and shall provide to the Owners, within two (2) weeks after the aforesaid reinspection, a

revised form of the deficiency list. In the case of an application for a CCC the revised deficiency list may not include deficiencies not noted on the original deficiency list. In the case of a FAC, the revised deficiency list may not include deficiencies not noted on the original deficiency list if the repairs are made and application for a reinspection is received within forty-two (42) days of the date of the original FAC deficiency list. Where the application for a reinspection is received more than forty-two (42) days after the original or previous FAC deficiency list was issued, the next FAC deficiency list may include deficiencies not previously noted. This process shall continue as often as is necessary until all deficiencies have been rectified.

4.4 Subject to Articles 4.2, 4.7 and 4.8, in the event the Owners are not provided with a deficiency list within the time limited and in the manner described above for a particular Municipal Improvement, then upon receipt of a written request from the Owners there shall be a deemed issuance by the Engineer of the CCC or FAC for that Municipal Improvement effective the 31st day after receipt by the City of the application or effective the 31st day after receipt by the City of an application for reinspection, as the case may be.

4.5 Where a Municipal Improvement is constructed to the boundary of the Said Lands and adjacent lands, but is not operational due to deficiencies in the system existing outside the boundary of the Said Lands, then unless deficiencies also exist within the boundaries of the Said Lands, the Engineer shall issue a CCC or FAC within thirty (30) days of application therefor.

4.6 Subject to Articles 4.2, 4.7 and 4.8, when all deficiencies have been rectified by the Owners, the Engineer, upon receipt of a written application therefore, shall issue a CCC or FAC for the Municipal Improvement to the Owners, effective the date of the inspection which showed all deficiencies have been rectified.

4.7 Notwithstanding Articles 4.2, 4.4 and 4.6 herein, a CCC shall not be issued nor be deemed to have been issued for any Municipal Improvement until all easements, utility rights-of-way, restrictive covenants and

encroachments required by the City with respect to the Said Lands have been registered at the Land Titles Office.

4.8 Notwithstanding Articles 4.2, 4.4 and 4.6, a FAC for Paved Roads, Sidewalks, Curb and Gutter shall not be issued, nor be deemed to have been issued, until

(a) the Owners have installed survey control markers in accordance with reconnaissance plans approved by the Province of Alberta and by the City Surveyor, and have provided the Province of Alberta with survey measurements, according to instructions, sufficient to calculate the three dimensional coordinate values; or,

(b) the Owners have paid the City an amount, to be determined by the City, to cover costs to be incurred by the City in installing the survey control markers.

In the event that the Owners elect to install the markers themselves, the Owners shall be responsible for the maintenance and replacement of the markers, in the event their operations damage, destroy or remove them, until the date a FAC is issued for Paved Roads, Sidewalks, Curb and Gutter.

4.9 Notwithstanding anything herein to the contrary, the Engineer may, in his sole discretion, accept written application for a FAC prior to the expiry of the maintenance period for any Municipal Improvement if the period would expire in the months of November to March, inclusive.

4.10 From and after the date that a FAC for a Municipal Improvement has been issued, or is deemed to have been issued, the City shall assume full responsibility for the maintenance and operation of the particular Municipal Improvement to which the FAC applies.

4.11 Notwithstanding the issuance of a FAC for a Municipal Improvement the Owners shall repair any and all damage caused to new or previously existing municipal improvements by the Owners, their employees, servants or

agents during the process of rectifying deficiencies identified on the FAC deficiency list or revisions thereto.

ARTICLE 5: MINOR DEFICIENCIES

5.1 For the purposes of this Article the term Repair Period shall mean:

(a) for a CCC issued prior to September 1 of a given year, sixty (60) days from the date of issuance of the CCC;

(b) for a CCC issued after September 1 of a given year, the period between the date the CCC is issued and June 30 of the following year.

5.2 Notwithstanding Article 4, and in particular Article 4.6, the Engineer shall issue a CCC for a Municipal Improvement notwithstanding the existence of minor deficiencies with the Municipal Improvement if, in his opinion, the minor deficiencies do not impair the operation of the Municipal Improvement and thus do not need to be rectified immediately. A CCC issued pursuant to this provision shall be issued effective the date of the inspection or reinspection, as the case may be.

5.3 Upon issuing the CCC for a Municipal Improvement having minor deficiencies the Engineer shall provide to the Owners a list of the minor deficiencies that will need to be repaired. The Owners shall repair the minor deficiencies within the Repair Period.

5.4 The determination of what constitutes a minor deficiency is in the sole and exclusive discretion of the Engineer.

5.5 Minor deficiencies shall be considered repaired when a Professional Engineer, employed by the Owners, certifies to the Engineer that the repairs have been completed in accordance with the Servicing Standards Manual in effect at the time the Engineering Drawings were approved and the Engineer, upon an inspection of the Municipal Improvement, agrees that the repairs have been completed to his satisfaction.

5.6 If the minor deficiencies are not repaired within the Repair Period, the maintenance period for the particular Municipal Improvement set out in Article 2.1 shall be extended for a period of time equal to the period of time between the date of issuance of the CCC and the date on which the minor deficiencies were repaired.

5.7 In the event that the minor deficiencies are not repaired within twelve (12) months of the date of the issuance of the CCC the City may perform the work necessary to complete the repairs and charge the Owners the cost of to complete the repairs.

ARTICLE 6: ARBITRATION

6.1 If a dispute arises between the parties in respect of Article 4.1 or 4.3, then such dispute shall be settled by arbitration in accordance with the following terms and conditions. It is agreed that only the matters listed above may be arbitrated.

6.2 (a) The party desiring to refer the dispute for arbitration, ("the Disputing Party"), shall notify the other party, ("the Other Party"), in writing of the details of the nature and extent of the dispute.

(b) Within fifteen (15) days of receipt of such notice, the Other Party shall, by written notice, advise the Disputing Party of all matters referred to in the initial notice except those for which the other party admits responsibility and proposes to take remedial action. The Other Party shall then take remedial action.

(c) The terms of reference for arbitration shall be those areas of dispute referred to in the initial notice which remain in dispute.

(d) Immediately following the identification of the terms of reference, the parties shall meet and attempt to appoint a single arbitrator. If the parties refuse to meet, or having met, are unable to agree on a single arbitrator, then upon written demand of either party, within fifteen (15) days of such date, each party to the arbitration

shall appoint one (1) arbitrator in writing and the two (2) arbitrators shall, within five (5) days of their appointment, appoint a third member to be known as the Chairman of the Arbitration Committee.

(e) If either party fails to appoint an arbitrator, then the opposite party may apply to a Justice of the Court of Queen's Bench of Alberta to have such arbitrator appointed.

(f) If the two (2) arbitrators fail to appoint a Chairman, then both parties, or either of them, may apply to a Justice of the Court of Queen's Bench of Alberta to have the Chairman appointed.

(g) Within fifteen (15) days of the appointment of a sole arbitrator or appointment of the Arbitration Committee, as the case may be, or such further time period as may be agreed upon by the parties, the sole arbitrator or the Arbitration Committee, as the case may be, shall resolve all matters and disputes in accordance with the terms of reference.

(h) The sole arbitrator, or the Arbitration Committee, as the case may be, shall have the power to obtain the assistance, advice or opinions of such engineers, surveyors, appraisers, or other experts as they may think fit, and shall have the discretion to act upon any assistance, advice or opinions so obtained.

(i) Each of the arbitrators shall provide a separate written decision with full reasons. The decision of the majority of the Arbitration Committee shall be the decision of the Arbitration Committee, provided that if no majority exists, then the decision of the Chairman shall be deemed to be the decision of the Arbitration Committee.

(j) The decision of the sole arbitrator, or the Arbitration Committee, as the case may be, shall be final and binding upon the parties hereto.

(k) Notwithstanding any provisions contained in the Arbitration Act, Chapter A-43.1, S.A., 1991, as amended, the costs of the Arbitration

shall be determined by the sole arbitrator or the Arbitration Committee, as the case may be, and be borne by the party against which the award is made, or as otherwise determined by the sole arbitrator or the Arbitration Committee, as the case may be.

6.3 Notwithstanding that a matter has become the subject of arbitration, the parties shall, where reasonably possible, proceed with all other matters and things under this Agreement as if such matter had been settled and the dispute determined to the intent that no arbitration procedure shall delay the expeditious operation of the terms of this Agreement.

6.4 The time taken for any arbitration that further delays a party in the performance of any thing or act shall be added to the time of performance thereof unless the sole arbitrator or the Arbitration Committee, as the case may be, find that the delay in performance was not beyond the reasonable control of the party required to perform.

ARTICLE 7: NOTICE

7.1 Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given,

(a) in case of notice to the City, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

Manager, Building Inspection Branch
Planning and Development Department
200 Revillon Building
10320 - 102 Avenue NW
Edmonton, Alberta
T5J 4A1,

and also to:

Office of the City Solicitor
9th Floor, Chancery Hall
3 Sir Winston Churchill Square NW
Edmonton, Alberta
T5J 2C3;

(b) in case of notice to the Owners, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

Public Works and Government Services
Western Region
1000, 9700 Jasper Avenue
Edmonton, Alberta
T5J 4E2

Attention: Chief, Property Development, Western Region
or, if the City determines it to be more appropriate, to:

Reid Crowther & Partners
202, 17704 - 103 Avenue
Edmonton, Alberta
T5S 1J9

7.2 Notice given as aforesaid, if posted in Alberta, other than during a postal disruption, shall conclusively be deemed to have been given on the fifth business day following the date on which such notice is mailed. Notice during a postal disruption shall be personally delivered. Any notice personally delivered shall be deemed to have been given on the date of actual delivery.

7.3 Either party may, at any time, give notice in writing to the other of any change in address of the party giving such notice and, from and after the giving of such notice, the address therein specified shall be deemed to be the address of the said party for the giving of notice hereunder.

7.4 The word "notice" in this Article 7 shall be deemed to include any requests, applications, information, statements or other writing required or permitted to be given by either party to the other.

ARTICLE 8: GENERAL

8.1 Time shall be of the essence of this Agreement, and of every part hereof.

8.2 The Owners shall indemnify and save harmless the City, its servants, agents and employees, from and against any and all claims, losses, demands, payments, actions, suits, judgments, damages and expenses of every nature and kind brought or claimed against the City, its servants and agents, by any party whatsoever, which may arise directly, indirectly or incidentally,

in tort and in contract, or either, out of the performance or non-performance by the Owners of their obligations under this Agreement, except any such claims which are caused by the wilful misconduct or negligence of the City, its officers or employees.

8.3 Unless otherwise expressly agreed by the parties to this Agreement, any and all amounts owing by one party to the other shall, thirty (30) days after the date of invoicing of any one party by the other and until the date of payment, bear interest at the rate of eighteen per cent (18%) per annum.

8.4 Whenever the singular or neuter or masculine is used in this Agreement, it shall be construed as meaning the plural or feminine or body corporate, where the context so requires.

8.5 The parties covenant and agree to do such things, to issue such instructions and to execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

8.6 Whenever any thing or matter is to be done to the approval of, satisfactory to, acceptable to or is subject to similar determination to or by the City, the Manager, the Engineer or their employees or officers, the City, its officers or employees shall act reasonably and in a timely manner.

8.7 This Agreement shall not nullify, replace, circumvent, extend or modify any existing statutes, bylaws, or permit conditions which govern development or construction within the City.

8.8 No condonation, forgiveness, waiver or forbearance by any party of any non-observance or non-performance by any other party of any of the provisions hereunder will operate as a waiver or forbearance against the first such party in respect of any such provision or any subsequent non-observance or non-performance by any party of any of the provisions hereunder.

8.9 In the event that one or more articles of this Agreement are declared invalid or unenforceable by a Court of competent jurisdiction, the parties agree that such article or articles shall be severable from the remainder of this Agreement, and that the other provisions herein shall continue in full force and effect.

8.10 This Agreement shall not be assigned without consent of the City, and only upon arrangements, satisfactory to the City, made with the assignee of the Owners to secure payment by the assignee of the costs to be borne. The assignee may be required to provide insurance and a Letter of Credit, at the discretion of the City. The amount of insurance coverage will be in accordance with requirements placed on other developers at the time of the assignment, and the value of the letter of credit shall be \$ 12,500.00 per hectare of assessable area.

8.11 The Owners covenant and agree that they shall obtain the same covenants as are herein contained, including this covenant, from any person to whom they may, in any way, convey the fee simple estate of the Said Lands, or any part thereof, prior to registration of the subdivision plan for the Said Lands, so that the said covenants shall be enforceable by the City.

8.12 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and approved assigns.

8.13 This Agreement shall not be modified or amended except by an instrument in writing signed by the parties hereto.

8.14 It is agreed that this written instrument embodies the entire agreement of the parties hereto with regard to the matters dealt with herein, and that no other understandings or agreements, verbal or otherwise, exist between the parties.

8.15 It is expressly agreed that the preambles and all schedules attached hereto are deemed to form an integral part of this Agreement.

8.16 The validity and interpretation of this Agreement, and of each article and part hereof, shall be governed by the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their duly authorized officers in that behalf on the day and year first above written.

THE CITY OF EDMONTON

MAYOR

CITY CLERK

Approved
As to form _____
Office of the City Solicitor

PUBLIC WORKS AND GOVERNMENT SERVICES

As to contents _____
Planning and Development Department

PER: _____

Building Inspection Branch
Development Coordination Section

PER: _____

Financial Services Section
