

# DEVELOPMENT AGREEMENT FOR THE INSTALLATION OF ROAD APPROACHES

Subd. File: \_\_\_\_\_

Dev. Permit: \_\_\_\_\_

Security Deposit: \_\_\_\_\_

This Agreement dated \_\_\_\_\_, \_\_\_\_\_.  
Expiry Date: \_\_\_\_\_, \_\_\_\_\_ (Six months from Agreement Date)  
Contact No: \_\_\_\_\_

NAME:

ADDRESS:

(the "Applicant")

and:

**CARDSTON COUNTY**  
Box 580, Cardston, AB T0K 0K0  
(the "County")

Whereas the Applicant has made application to install a road approach at the following location:

LEGAL:

PLAN:

BLOCK:

LOT:

## **PART A: (To be completed for a new approach, when completed go to Part C)**

New Approach

Hamlet

Subdivision

Developed Roadway

### **The County hereby gives consent to the Applicant to install this approach under the following conditions:**

- The Applicant must comply with County Engineered Design Standards 8 (see attached)**
- The applicant must supply the necessary culvert of proper size for drainage. The culvert shall be a new culvert, shall be a minimum of 400 mm in diameter, and shall extend 40 cm on each side of the approach toe of slope.
- Top of approach shall be a minimum of 8 m.
- Side slopes of approach shall be 3 to 1.
- No excavation shall be made in borrow ditch except to lower culverts.
- No fill shall be used from borrow pit; all fill shall be hauled in.
- Approaches off gravelled roads shall be gravelled with crushed gravel.
- Slopes of approach to be grassed based on enclosed mix design.
- All disturbed areas, except the driving surface of the approach, must be seeded with a grass seed mixture.
- Prior to seeding the disturbed area, the Agricultural Fieldsman must approve both the mixture to be used and the application rate of that mixture. For Mix Recommendations and Approvals see Agricultural Fieldsman
- There will be a zero tolerance in the mixture for weed seeds that are classed as prohibited or noxious under the Weed Control Act or that have been elevated to a restricted or noxious weed status through a Cardston County Bylaw. This will be verified by the Applicant providing the Agricultural Fieldsman with a Certificate of Analysis. A list of prohibited and noxious weeds is attached to this Agreement. (See Schedule "A")
- All costs to be borne by the Applicant.
- The County shall inspect said approach for compliance.
- If approach is on temporary basis, the Applicant shall bear all costs of removal and clean-up.
- The County must be contacted at 403 653-4977 prior to the commencement of the installation of the approach.
- The Applicant agrees that the approach will be constructed within 6 months of entering into this agreement, failure to do so will result in loss of security deposit.**
- If the Applicant does not cause the approach to be constructed prior to the date indicated in Clause 16 (expiry date) and, in accordance with the specifications outlined in this agreement, the County may cause the approach to be constructed and any costs incurred by the County in doing so will be a debt owed by the Applicant to the County.**
- The Applicant hereby agrees that it shall indemnify and save harmless the County, its elected officials, officers, employees, servants, agents and contractors with respect to any claim, action, suit, proceeding or demand made or brought against the County, its elected officials, officers, employees, servants, agents and contractors by any third party with respect to any occurrence, incident, accident or happening directly related in any manner whatsoever to this Agreement and the rights and obligations arising therefrom, and which indemnity shall, without restricting the generality of the foregoing, include all legal costs incurred by the County in defending such a claim, action, suit, proceeding or demand, provided such action, claim, suit, proceeding or demand are not the result of any wilful act, omission or negligence of the County, its elected officials, officers, employees, servants, agents and contractors. (continued...)

19. The Applicant hereby agrees that it shall not make or bring any claim, action, suit, proceeding or demand against the County, its elected officials, officers, employees, servants, agents and contractors with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this agreement and the rights and obligations arising there from, which, without limiting the generality of the foregoing shall include any claim, action, suit, proceeding or demand arising in tort or contract, providing such claim, action, suit, proceeding or demand is not the result of any willful act or negligence of the County, its elected officials, officers, employees, servants, agents or contractors. Notwithstanding the foregoing, in no event shall the County ever be liable to the Applicant for any consequential, indirect or special damages. Special damages shall include, but not be limited to, the value associated with any loss of product or goods.

20. The County shall be entitled to register a caveat against the said lands to protect its interest under this Agreement at the applicant's expense.

**PART B: (To be completed for an existing approach)**

- Existing Approach                       Removal                      Upgrade Required:    Yes    No  
 Hamlet                                       Subdivision                       Developed Roadway

**Please be advised that your request to utilize the above-noted existing approach has been approved subject to the following checked conditions:**

- A  **The Applicant agrees that the approach will be constructed within 6 months of entering into this agreement, failure to do so will result in loss of security deposit.**
- B  The applicant installing a new culvert with a minimum diameter of 400 mm that shall extend 40 cm on each side of the approach.
- C  The top of the approach must be widened to a minimum width of 8 m.
- D  Side slopes of the approach shall be constructed or improved to 3 to 1.
- E  No excavation shall be made in the borrow ditch except to lower culverts, if required.
- F  No fill shall be used from the borrow pit; all fill shall be hauled in.
- G  Slopes of the approach are to be grassed.
- H  Approach surface shall be graveled.
- I  All costs for maintaining and/or upgrading the approach are to be borne by the applicant.
- J  The County shall be contacted at 653-4977 prior to the upgrading of the approach.
- K  Existing cover on the culvert must be increased to \_\_\_\_\_ centimeters of cover.
- L  The existing culvert must be lowered to facilitate adequate drainage.
- M  Removal of additional approach (See attached map)
- N  Other comments/conditions: \_\_\_\_\_

**PART C:**

The above terms accepted by:

\_\_\_\_\_  
Applicant (Print Name)

\_\_\_\_\_  
Signature

**Public Works Supervisor**

\_\_\_\_\_  
Date

NOTE: You are responsible to contact the County Office when your approach has been completed. Your security deposit of \$ 500 will then be returned to you, failure to do so will result in the loss of your security deposit.

Date Inspection Requested: \_\_\_\_\_

Office Use Only

**PART D:**

Inspection Acceptance

\_\_\_\_\_  
Public Works Supervisor

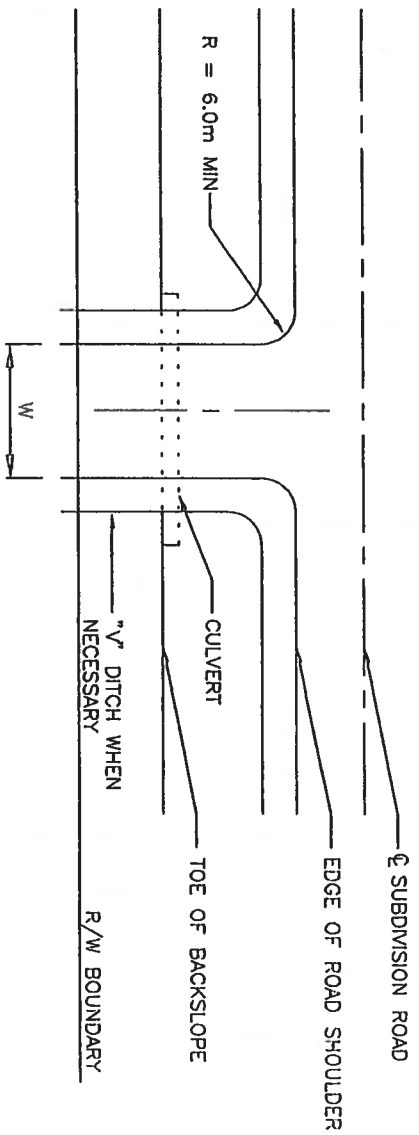
\_\_\_\_\_  
Date

Rural Address Assigned: \_\_\_\_\_

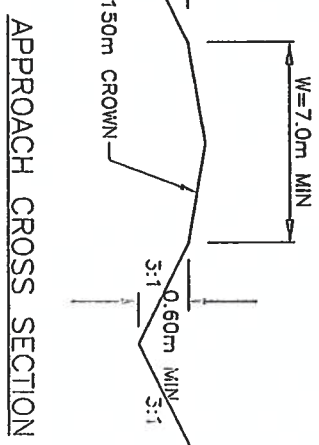
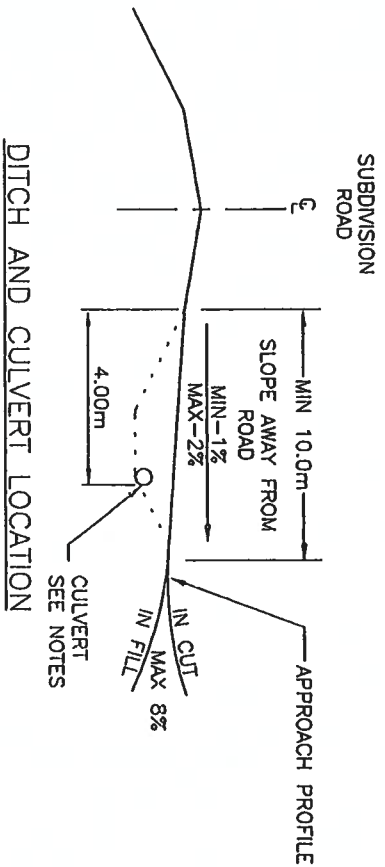
Deposit Returned \_\_\_\_\_

1. WHEN CULVERTS ARE REQUIRED THEY MUST BE C.S.P. CULVERTS AND BE A MINIMUM DIAMETER OF 0.400m
2. CULVERTS MUST BE SET BACK A MINIMUM OF 4m FROM SHOULDER OF ROAD
3. ALL DIMENSIONS SHOWN ARE IN METERS

**NOTES:**



**APPROACH PLAN**



**APPROACH CROSS SECTION**

**DITCH AND CULVERT LOCATION**



**TYPICAL RESIDENTIAL APPROACHES**

STANDARD DETAILS

Date: AUGUST, 2009

Drawn By: HV

Checked By:

Scale: NTS

Drawing No. 8-501

## SCHEDULE "A"

### CARDSTON COUNTY GRASS SEED MIXTURE

#### ROADSIDE:

Prior to seeding see Agricultural Fieldsman for Mix recommendations and approvals

Note: All grass seed should be certified free of Downy Brome and other Noxious or Prohibited Weeds.

### WEED LIST

#### Prohibited Weeds

1. Autumn Olive — *Elaeagnus*
2. Balsam, Himalayan — *Impatiens glandulifera* Royle
3. Barberry, Common — *Berberis vulgaris* L.
4. Bartsia, Red — *Odontites vernus* (Bellardi) Dumortier ssp. *serotinus*
5. Blackthorn, Common — *Rhamnus cathartica* L.
6. Cinquefoil, Sulphur — *Potentilla recta* L.
7. Crupina, Common — *Crupina vulgaris* Persoon ex Cassini
8. Dyer's Woad — *Isatis tinctoria* L.
9. Eurasian Water Milfoil — *Myriophyllum spicatum* L.
10. Flowering rush — *Butomus umbellatus* L.
11. Garlic Mustard — *Alliaria petiolata* (M. Bieberstein) Cavara & Grande
12. Goatgrass, Jointed — *Aegilops cylindrica* Host
13. Hawkweed, Meadow — *Hieracium caespitosum* Dumortier
14. Hawkweed, Mouse-ear — *Hieracium pilosella* L.
15. Hawkweed, Orange — *Hieracium aurantiacum* L.
16. Hoary Alyssum — *Berteroa incana* (L.) DC.
17. Hogweed, Giant — *Heracleum mantegazzianum* Sommier & Levier
18. Iris, Pale Yellow — *Iris pseudacorus* L.
19. Knapweed, Bighead — *Centaurea macrocephala* Puschkarew ex Willdenow
20. Knapweed, Black — *Centaurea nigra* L.
21. Knapweed, Brown — *Centaurea jacea* L.
22. Knapweed, Diffuse — *Centaurea diffusa* Lamarck
23. Knapweed, Hybrid — *Centaurea x psammogena* Gayer
24. Knapweed, Meadow — *Centaurea x moncktonii* C. E. Britton
25. Knapweed, Russian — *Acroptilon repens* (L.) DC.
26. Knapweed, Spotted — *Centaurea stoebe* L. ssp. *micranthos* (Gugler) Hayek
27. Knapweed, Squarrose — *Centaurea virgata* Lam. ssp. *squarrosa* (Boissier) Gugler
28. Knapweed, Tyrol — *Centaurea nigrescens* Willdenow
29. Knotweed, Giant — *Fallopia sachalinensis* (F. Schmidt) Ronse Decraene
30. Knotweed, Hybrid Japanese — *Fallopia x bohémica* (Chrtk & Chrtková) J. P. Bailey
31. Knotweed, Japanese — *Fallopia japonica* (Houttuyn) Ronse Decraene
32. Loosestrife, Purple — *Lythrum salicaria* L.
33. Medusahead — *Taeniatherum caput-medusae* (L.) Nevski
34. Nutsedge, Yellow — *Cyperus esculentus* L.
35. Puncturevine — *Tribulus terrestris* L.
36. Ragwort, Tansy — *Senecio jacobaea* L.
37. Rush Skeletonweed — *Chondrilla juncea* L.
38. Saltcedar — *Tamarix ramosissima* Ledebour
39. Saltlover — *Halogeton glomeratus* (M. Bieberstein) C.A. Mey.
40. St John's-Wort, Common — *Hypericum perforatum* L.
41. Starthistle, yellow — *Centaurea solstitialis* L.
42. Tamarisk, Chinese — *Tamarix chinensis* de Loureiro
43. Tamarisk, Smallflower — *Tamarix parviflora* DC.
44. Thistle, Marsh — *Cirsium palustre* (L.) Scopoli
45. Thistle, Nodding — *Carduus nutans* L.
46. Thistle, Plumeless — *Carduus acanthoides* L.

#### Noxious Weeds

1. Baby's-Breath, Common — *Gypsophila paniculata* L.
2. Bellflower, Creeping — *Campanula rapunculoides* L.
3. Bindweed, Field — *Convolvulus arvensis* L.
4. Blueweed — *Echium vulgare* L.
5. Brome, Downy — *Bromus tectorum* L.
6. Brome, Japanese — *Bromus japonicus* L.
7. Burdock, Great — *Arctium lappa* L.
8. Burdock, Lesser — *Arctium minus* Bernh.
9. Burdock, Woolly — *Arctium tomentosum* Miller
10. Buttercup, Tall — *Ranunculus acris* L.
11. Chamomile, Scentless — *Tripleurospermum perforatum* (Mérat) M. Lainz
12. Clematis, Yellow — *Clematis tangutica* (Maximowicz) Korshinsky
13. Cockle, White — *Silene latifolia* Poir. ssp. *alba* (Miller) Greuter & Burdet
14. Daisy, Oxeye — *Leucanthemum vulgare* Lamarck
15. Dame's Rocket — *Hesperis matronalis* L.
16. Henbane, Black — *Hyoscyamus niger* L.
17. Hoary Cress, Globe-Podded — *Lepidium appelianum* Al-Shehbaz
18. Hoary Cress, Heart-Podded — *Lepidium draba* L.
19. Hoary Cress, Lens-Podded — *Lepidium chalapense* L.
20. Hound's-Tongue — *Cynoglossum officinale* L.
21. Knapweed, Brown — *Centaurea jacea* L.
22. Knapweed, Diffuse — *Centaurea diffusa* Lamarck
23. Scabious, Field — *Knautia arvensis* (L.) J.M. Coulter
24. Sow Thistle, Perennial — *Sonchus arvensis* L.
25. Spurge, Leafy — *Euphorbia esula* L.
26. Tansy, Common — *Tanacetum vulgare* L.
27. Thistle, Canada — *Cirsium arvense* (L.) Scopoli
28. Toadflax, Dalmatian — *Linaria dalmatica* (L.) Miller
29. Toadflax, Yellow — *Linaria vulgaris* Miller