



LAND DEVELOPMENT APPLICATION SUBMISSION

CURRENT
PLANNING
BRANCH

JUNE 2015

Edmonton

CITY WIDE **PLANNING**



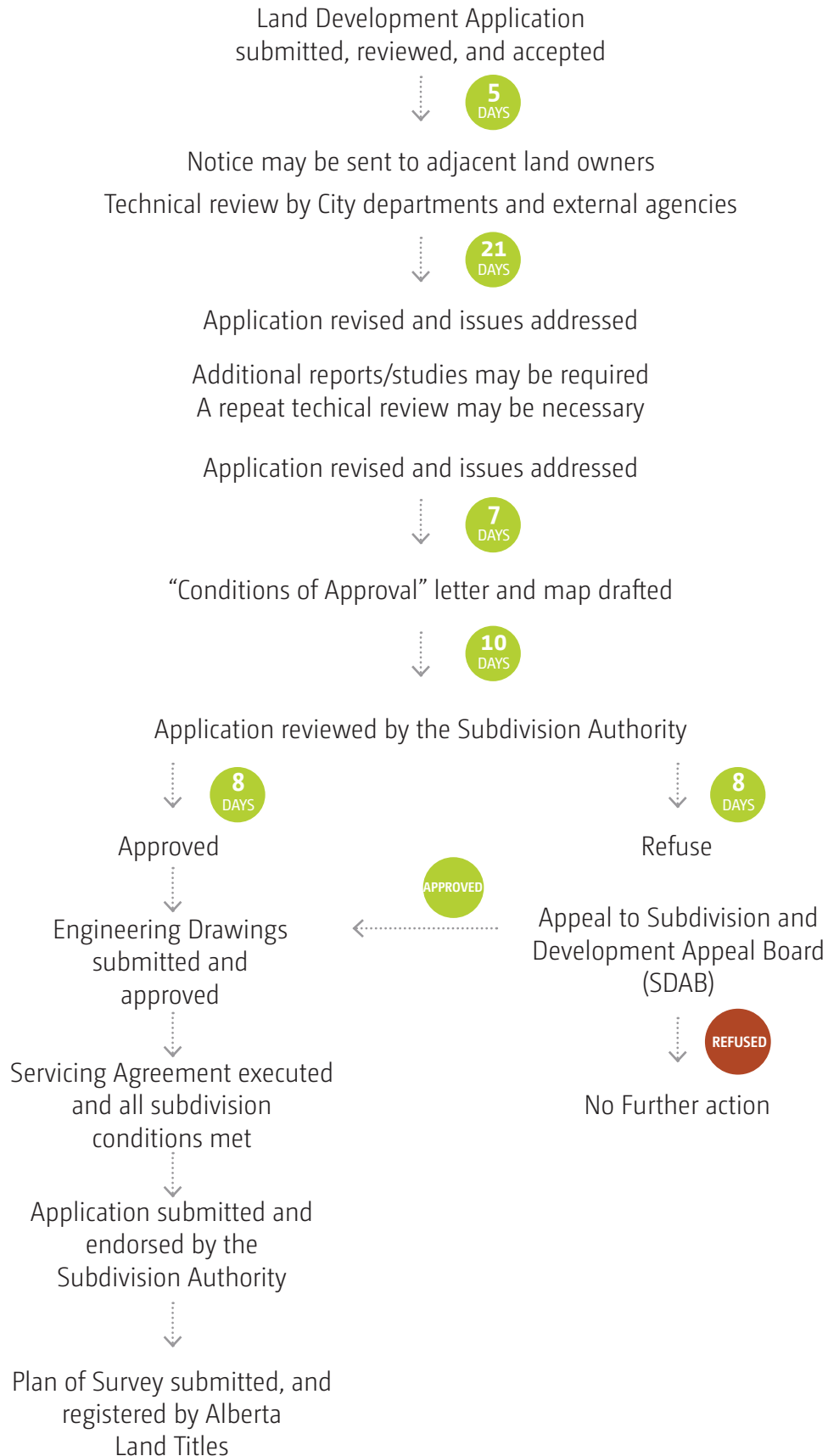
An aerial photograph of a suburban neighborhood. In the foreground, there's a dense residential area with many houses. To the left, a golf course is visible with its green fairways and sand traps. A river or stream flows through the middle ground, with some wetlands or marshy areas along its banks. In the background, there are more fields and some industrial or commercial areas under a clear sky.

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SUBDIVISION PROCESS CHART

www.edmonton.ca/subdivision



SUBMISSION OF APPLICATION

Once an application has been received the file planner will review to ensure the proposed subdivision complies with City policies and regulations.

After the initial review by the planner, an applicant may be asked to revise the application or submit additional information for any issues identified. Identifying key issues early in the process will avoid the need for recirculation and help ensure a quick and comprehensive review.

The subdivision of land has an impact on existing infrastructure and in some cases may require new infrastructure to be built. The impact on infrastructure requires circulation to civic and non-civic agencies responsible for this infrastructure or impact on the development. Circulated agencies include EPCOR Water Services, EPCOR Distribution & Transmission Inc., Financial Services and Utilities, Transportation Services and Sustainable Development, etc.

Applications within established and developing neighbourhoods follow the same process but review different information. Established neighbourhoods have infrastructure in place that needs to be considered. Applications within developing or new areas require a more extensive review and further information because the infrastructure does not exist yet, reserves have not been addressed, etc.

ESTABLISHED NEIGHBOURHOOD APPLICATIONS

Requirements for an application to subdivide 1 lot into 2 lots, in an established neighbourhood, include:

1 CERTIFICATE OF TITLE

- A copy of the title within the last 30 days

2 TENTATIVE PLAN

- A drawing of the proposal including
 - dimensions of the proposed lots in metres
 - labels for the street, lane, adjacent lots, and north arrow
 - existing buildings and intention to demolish

3 TECHNICAL DOCUMENT

- The requirement for technical documentation will be assessed at the time of the initial review of the application

ALL OTHER APPLICATIONS

Requirements considered during the review for all other types of subdivision include the following:

1 CERTIFICATE OF TITLE

- A current copy of each title within the subdivision boundary dated within the last 30 days of the application.
- A copy of instruments registered on title, such as a Deferred Reserve Caveat (DRC) or Utility Right-of-Way (URW) and any additional instruments that will be addressed in the application.

2 TENTATIVE PLAN

A tentative plan will be reviewed prior to acceptance of a file for connectivity, line work, labeling, etc. The plan must include:

- PDF and DWG (2010 version) digital files
- Labels for Municipal Reserve (MR), Environmental Reserve (ER), Natural Area (NA), Public Utility Lot (PUL), walkways, and greenways
- Roadway names
- Line-work for a walkway should be open to the road and should not look like a parcel
- Dimensions in metres



ZONING

- Lot dimensions meet the provisions of the zoning bylaw.
- Correct percentage of single to semi-detached or row housing in certain zoning districts.
- Other regulations specified in the Zoning District.



COMPUTATION SHEET

- The tentative plan and the computation sheet should match.



NEIGHBOURHOOD STRUCTURE PLAN (NSP)

- Policies and objectives of the Neighbourhood Structure Plan (NSP) are implemented at the time of subdivision.
For example. Arterial and collector roads, location of Municipal Reserve, schools, connectivity, type of land use.



MUNICIPAL RESERVE (MR)

- Identify on the tentative plan if greenways provided are MR or roadway rights-of-way. If the designation of a greenway is identified in an NSP, the designation cannot change at the time of subdivision.
- A MR parcel that is to be dedicated and located adjacent to the subdivision on the titled lot may be required to be dedicated at this time.



NATURAL AREAS (NA)

- Appropriate environmental studies have been completed, such as a Natural Area Management Plan, or Top-of-Bank study.
- Recommendations of the environmental reports are incorporated into the subdivision such as appropriate buffers or walkway connections.



CONNECTIVITY/ROADWAYS

- Include on the tentative plan, the entire intersection for collectors and arterial roadways.
- Lots are large enough to accommodate a berm and fence adjacent to the Transportation Utility Corridor (TUC) and arterial roadways.
- Emergency Access is required every 120 m. Blocks should be no longer than 240m.
- Walkways are provided at locations that take into account approved subdivisions and future adjacent lot design.
- On the tentative plan, walkways are shown as road right-of-way, and not identified as PUL's.



OTHER LAND USE CONFLICTS

- Well sites – identify the 10 X 15 m work area.
- Rail lines, pipelines or other utilities within or adjacent to the subdivision area may require an additional buffer for these facilities.

3 SUPPORTING DOCUMENTS

Additional technical information may be required including:

- Environment Site Assessment (ESA)
- Computation Sheet
- Hydraulic Network Analysis (HNA) submitted to EPCOR Water
- Natural Area Management Plan
- Top-of-Bank survey
- Well site form and supporting map
- Survey and Risk Assessment for well sites
- Shadow Plan showing surrounding applications and proposed area connections

4 OTHER INFORMATION TO CONSIDER

- Is an associated rezoning or NSP amendment required?
- Is a road closure required?
- Will the Province be claiming any wetlands?
- Is there documentation to this effect?



CONDOMINIUM SUBMISSIONS

Please include the following items, when submitting a condominium application:

- Cover Letter
 - A list of the items included in the application package.
- Cheque for fees
- Three (3) hard copy sets of plans
- A copy of the site plan and underground parking plans.
 - Note: This is the plan that is stamped and signed by a Development Planner.
- Surveyor prepared parking plan
 - If building was built 10+ years prior to condo application, parking plan will be accepted in place of approved site plans/underground parking plans.
- Hard Copy of related approved development permits
- Hard Copy of approved building permits (Only required for internal condo unit re-divisions)
- One (1) Copy of Certificate of Title (30 days or newer)

Additional Note: Phase I condominium applications must match the approved Phased Condominium Subdivision. If the condominium plan does not match the approved plan, please submit a formal request to amend the subdivision (phased condo) approval to the original Subdivision Officer who worked on the file.

ENDORSEMENT SUBMISSIONS

An endorsement package is submitted to the City when all of the conditions have been met on the Conditions of Approval Letter. A complete endorsement package will result in a quicker approval.

An endorsement package is not considered complete and review will not be started until the Servicing Agreement condition has been met.

Information required for endorsement package includes:

- Cover Letter:
 - Reference to the Neighbourhood with Engineering Drawing Stage number and the LDA file number.
 - Eg. Chappelle Stage 1 - LDA15-0123
 - A list of the items included in the endorsement package.
 - A mathematical break-down of the dedication areas for MR, ER, arterial roadway and PUL for major pipe lines for each titled area. This is required to calculate the remaining reserve requirements for each title and/or to determine the actual amount of money in place required.
 - Eg. Title 1: MR dedication 1.2 ha
 - Arterial Road dedication 0.9 ha
 - Title 2: ER dedication 0.8 ha
 - Arterial Road dedication 1.3 ha
 - Title 3: MR dedication 0.8 ha
 - Explanation of how conditions have been met and any supporting documentation
 - Note: This does not include the Servicing Agreement Completion Notification. This is done through the City's internal processes.
- A cheque for the endorsement fees and money in place if required.
- A current copy of all the effected titles within the last 30 days of submission of the endorsement package.
- A copy of any encumbrances on title (Eg. DRC).
- Three (3) hard copies of the Plan of Survey.
- One (1) hard copy of the URW plan.
- Any required signed Restrictive Covenants (RC) Eg. Freeboard, Top-of-Bank, etc.
 - Updated templates attached (signing authorities have changed).
- Please submit an unsigned copy of the Top-of-Bank RC to the Chief Subdivision Officer prior to the endorsement package. The RC will be reviewed by the City's Geo-technical Engineer to ensure all the necessary technical information is included and addressed. A digital copy is preferred. Review may result in the need for changes or additional information.
- Completed Subdivision Authority Approval form
 - A hard copy and a digital copy.
 - Updated template attached.
 - Digital copy of the form submitted to the Subdivision Unit.
 - City Clerk signature line required when there is a City Interest on the land.
 - Example: MR, ER, DRC, Rights of Way, etc.
- An extension request if required
 - Please note there is no fee for the first extension request. All extension requests after the first request will be charged at current rate.

Please note that standard templates do undergo change, with respect to signing authority or department name. Please use the up-to-date templates provided.



SUBDIVISION AUTHORITY APPROVAL

RE: PLAN PREPARED BY

Surveyor's File No. _____ and Subdivision Authority File No. _____

LEGAL DESCRIPTION:

We, The City of Edmonton, approve the registration of the above plan.

Dated this _____ day of _____, 2015.

Blair McDowell, Chief Subdivision Officer

The plan is approved subject to the registration of the following:
(if none, say so)

Furthermore, We, the City of Edmonton, having a registered interest or claimed interest by virtue of an instrument or caveat, also consent to the following registered instruments:
(if none, say so)

Office of the City Clerk

Date



SUBDIVISION AUTHORITY APPROVAL

RE: PLAN PREPARED BY A.L.S.

Surveyor's File No. and Subdivision Authority File No.

LEGAL DESCRIPTION:

We, The City of Edmonton, approve the registration of the above plan.

Dated this _____ day of _____, 2015.

_____ Blair McDowell, Chief Subdivision Officer

The plan is approved subject to the registration of the following:
(if none, say so)

N/A

Furthermore, We, the City of Edmonton, having a registered interest or claimed interest by virtue of an instrument or caveat, also consent to the following registered instruments:
(if none, say so)

N/A

Top of Bank Restrictive Covenant

THIS RESTRICTIVE COVENANT MADE THE _____ DAY OF _____, 2015

BETWEEN:

DEVELOPER/OWNER
(the "Grantor")

- and -

THE CITY OF EDMONTON
(the "City")

WHEREAS:

- A. The Grantor is the registered owner or entitled to become the registered owner of the Servient Lands.
- B. The City is the registered owner or entitled to become the registered owner of the Dominant Lands.
- C. A geotechnical study of the Dominant Lands, the Servient Lands and surrounding lands, which study is dated _____ (Report File No. _____) prepared by _____.
- D. The geotechnical study has concluded that to protect the integrity and stability of the Dominant Lands, it is necessary to restrict the development and use of the Servient Lands.

NOW THEREFORE IN CONSIDERATION OF the mutual benefits to the Grantor and the City as described in this Restrictive Covenant, the Grantor and the City agree as follows:

- 1. For the purposes of this Restrictive Covenant, the following definitions shall apply:
 - a. "Servient Lands" means:
PLAN 152 _____
BLOCK _____
LOTS _____

EXCEPTING THEREOUT ALL MINES AND MINERALS

- b. “Dominant Lands”: means:
 PLAN 152 _____
 BLOCK _____
 LOT _____

EXCEPTING THEREOUT ALL MINES AND MINERALS

- c. “Development” means the carrying out of any construction, excavation, or the re-grading of the Servient Lands as well as any changes or alterations to any existing improvements on or in the Servient Lands. Development does not include perimeter fences, nor paved patios or wooden decks constructed on the ground surface. Any other structure that requires permanent foundations to be placed below the ground surface will be considered Development.
- d. “Swimming Pool” means a swimming pool, ornamental pond, or other permanent structure designed to retain water on or below the ground surface.
- e. “Geothermal Devices” means geothermal systems that make use of looping pipe systems that are installed below the ground surface and contain liquids.
- f. “Restrictions” means those restrictions on use set out in Articles 4 to 6, inclusive.
2. The Grantor acknowledges that they have reviewed and are familiar with the findings and conclusions of the geotechnical study dated _____ (Report File No. _____), prepared by _____.
3. The use of the Servient Lands shall be restricted in the manner stated in Articles 4 through 8, inclusive of this Restrictive Covenant. The Restrictions shall be annexed to and burden the Servient Lands and shall be annexed to and benefit the Dominant Lands.
4. No Development shall be permitted on the Servient Lands which are contrary to the Restrictions. There shall be no Development on those portions of the Servient Lands shown as Area ____ on Right of Way Plan 152 _____.
5. The following Restrictions shall apply to the Servient Lands:
- 5.1 No Swimming Pool shall be constructed or installed.
 - 5.2 No permanent sprinkler or irrigation systems shall be constructed or installed.
 - 5.3 No Geothermal Devices shall be constructed or installed.
 - 5.4 Roof leaders, downspouts and sump pump discharge spouts shall not be allowed to discharge onto the ground. They shall be connected to the storm sewer system.

- 5.5 Grading of the site and temporary construction excavations shall not allow any ponding of water or the focused discharge of water toward the ravine slopes. Surface runoff shall be directed away from the slopes and into the storm drainage system where possible.
- 5.6 No significant granular or rock landscaping shall be constructed or installed where such may result in focused discharge of surface water toward the ravine slopes.
- 5.7 All local grading on Servient Lands shall minimize disturbance to the natural conditions and the pre-development grades.
- 5.8 The topography and vegetation shall not be adversely altered to induce concentrated surface flow toward the ravine slopes. During development stages, temporary grading shall be provided to minimize any focused discharge of water toward ravine slopes.
- 5.9 Excessive watering of lawns, trees, shrubs and other vegetation, or excessive or uncontrolled discharge of water, on the Servient Lands shall not be caused or permitted.
- 5.10 The retention of existing vegetation at the top of bank and along the ravine slopes is considered highly desirable from a slope stability perspective and all existing vegetation on the slopes shall be retained.
- 5.11 All buried water and/or sewer lines shall be constructed with watertight connections to manholes and catch basins to ensure that excessive seepage into the ground does not occur.
- 5.12 All construction debris shall be disposed properly, and no dumping of any type of fill, grass cuttings or construction debris adjacent to or on/over the crest of the slopes shall be permitted.
- 6. No fill materials shall be placed on the Servient Lands unless such fill is placed in accordance with the approved lot-grading plan for the Servient Lands.
- 7. Any person carrying out Development on the Servient Lands is responsible for complying with:
 - a. the requirements of any federal, provincial, or municipal legislation;
 - b. the conditions of any easement, caveat or restrictive covenant;
 - c. the provision of this Restrictive Covenant.
- 8. No person shall submit an application for a development permit or a building permit that is contrary to or inconsistent with this Restrictive Covenant.

9. In the event that the registered owner of any lot in the Servient Lands shall become aware of any significant or unusual erosion or subsidence within the Dominant Lands, the Owner shall immediately notify the General Managers of Infrastructure Services and Transportation Services of the City and immediately take such precautionary measures within the property of such owner as may be dictated by sound engineering practices to eliminate or minimize any risk to improvements situated on the Servient Lands.
10. The Restrictions shall apply to the Servient Lands until such time as this Restrictive Covenant is terminated, in writing, by the City. The Restrictions shall be binding on the present and all future owners of the Servient Lands and on anyone who has or might in the future acquire any interest in the Servient Lands.
11. The present and all future owners of the Dominant Lands or anyone who has or in the future may acquire any interest in the Dominant Lands shall have the right to enforce the Restrictions for the benefit of the Dominant Lands.
12. All parts of this Restrictive Covenant shall continue to be in force unless a Court finds specifically that a provision is unenforceable. In that case, the provision specifically found by the Court to be unenforceable, and only that provision, shall be struck from this Restrictive Covenant.
13. The City or any other owner of the Dominant Lands is not obligated to enforce this Restrictive Covenant.
14. The City and any future owner of the Dominant Lands is not liable for damages that may arise as a result of the breach of the Restrictions by the Grantor or any future owners of the Servient Lands or anyone who has or might in the future acquire any interest in the Servient Lands.
15. The City and any future owner of the Dominant Lands shall not be obliged to restore any subsidence or erosion of the Servient Lands or to take any remedial action with respect to any subsidence or erosion of the Dominant Lands that may adversely affect the Servient Lands unless it can be shown that the actions of the City or such future owner caused the subsidence or erosion to occur.
16. The City or any future owner of the Dominant Lands may at any time bring an action to stop any breach of the Restrictions by the Grantor or any future owners of the Servient Lands or anyone who has or might in the future acquire any interest in the Servient Lands even if the City or a future owner of the Dominant Lands may not have brought an action in the past to stop the same breach of the Restrictions.
17. The word "Grantor" shall be read and interpreted as in the plural instead of the singular number, if there is more than one Grantor named, and in such case, the terms and conditions of this Restrictive Covenant shall bind the Grantors individually as well as jointly.

18. The masculine gender shall include the feminine or a body corporate where, in this Restrictive Covenant, the context or the parties require.
19. The word "shall" is to be read and interpreted as mandatory and the word "may" is to be read and interpreted as permissive.

DEVELOPER/OWNER

(Seal)

THE CITY OF EDMONTON

General Manager, Sustainable Development

Sustainable Development

City Clerk (Seal)

DATED THIS _____ DAY OF _____, 2015

DEVELOPER

AND

THE CITY OF EDMONTON

**TOP OF BANK
RESTRICTIVE COVENANT**

Easement and Restrictive Covenant

THIS AGREEMENT made the _____ day of _____, 2015.

BETWEEN:

Developer's Name

a body corporate carrying on business in the
City of Edmonton, in the Province of Alberta
(hereinafter called the "Grantor")

OF THE FIRST PART

- and -

THE CITY OF EDMONTON

a body corporate carrying on business in the
City of Edmonton, in the Province of Alberta
(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS THE Grantor is the registered owner of those lands described as follows:

PLAN 152 _____

BLOCK

LOTS

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the "Servient Lands");

AND WHEREAS the Grantee is the registered owner of lands described as follows:

PLAN 152 _____

BLOCK

LOT _____

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the "Dominant Lands");

AND WHEREAS the Dominant lands either touch or are within the same neighbourhood plan as the Servient Lands;

AND WHEREAS it is intended by the Grantee to have developed on the Servient Lands certain improvements in the nature of a berm and fencing.

AND WHEREAS it is beneficial to the value of the Dominant Lands that the Servient Lands and the owners thereof acknowledge the aesthetic and practical value of the subdivision berm and standard fencing to the Dominant Lands and the Servient Lands and that they not in

any way interfere with the fence or the use of the Servient Lands for the subdivision berm and standard fencing.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration now paid by the Grantee to the Grantor (the sufficiency and receipt whereof are hereby acknowledged by the Grantor), the Grantor, on behalf of itself, as owner for the time being of the Servient Lands and on behalf of each of its successors on title to the Servient Lands and any part thereof, hereby grants to the Grantee the Easement hereinafter described in and over the Servient Lands upon the terms and conditions hereinafter provided, and covenants with the Grantee, as owner for the time being of the Dominant Lands and with its successors in title to the Dominant Lands and any part thereof, to the intent that the benefit of the restrictive covenants hereinafter set forth shall be annexed to and run with the Dominant Lands and every part thereof and to the intent that the burden of the restrictive covenants hereinafter set forth shall be annexed to and be binding upon the Servient Lands and every part thereof, to observe and perform the following restrictive covenants, namely:

Other than for a fence along the side property lines, not to erect, construct, place or maintain or permit to be erected, constructed, placed or maintained on the Right-of-Way (as hereinafter described) on which the subdivision berm and standard fencing is constructed, any structure of any nature or kind, whether a fence or other barrier, whether permanent or temporary, whether affixed to the Lands or not, nor shall the Grantor remove, dig or otherwise destroy the elevation of the subdivision berm and standard fence and any appurtenances thereto.

Not to remove, replace or change in any way including the colour and appearance, the standard fence which has been erected in the Right-of-Way on the Servient Lands.

The Easement herein granted shall be and is an Easement of access to and passage through and over:

ALL THAT PORTION IDENTIFIED AS AREA _____ ON RIGHT OF WAY PLAN 152

(hereinafter referred to as the "Right-of-Way")

for the installation and inspection of a subdivision standard fence together with the appurtenances incidental thereto.

The said right, license, liberty, privilege and Easement and the said Restrictive Covenants shall be for so long a period as the Grantee, its successors and assigns shall require in order to exercise the right, license, privilege and easement hereby given and to benefit from the restrictions hereby imposed.

The Grantor shall pursuant to the terms of a Servicing Agreement that has or will be entered into an additional condition of subdivision approval construct upon the Right-of-Way, the berm, fence and other appurtenances necessary, for the use described herein.

The Grantor covenants with the Grantee that:

- (a) The Grantee shall have the right to do whatever may be requisite for the reasonable enjoyment of the rights herein granted; and
- (b) The Grantee performing and observing the covenants and conditions as herein contained shall peaceably hold and enjoy all rights, privileges, liberties and covenants hereby granted without any hindrance or interruption from the Grantor or any person or persons claiming by, through, under or in trust for them or any person or persons whatsoever.

The cost and expense of maintaining, repairing, or rebuilding the fence and appurtenances upon the Right-of-Way in the same state as constructed by the Grantor shall be borne by the Grantor.

The Grantor and the Grantee mutually agree that the benefit of the restrictive covenants hereinbefore set forth shall be annexed to and run with the Dominant Lands and every part thereof and that the burden of the said restrictive covenants shall be annexed to, run with, and burden of the Servient Lands and every part thereof.

The Grantee forbids the registration of any person as transferee or owner of or of any interest affecting the Servient Lands unless the instrument or Certificate of Title, as the case may be, is stated to be subject to the claims of the Grantee herein stated.

The Grantor and the Grantee mutually agree that whenever the singular number or masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively, where the facts or context so requires, and any case, where this deed is executed by more than one party, all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several.

The Grantor and the Grantee mutually agree that these presents shall bind and enure to the benefit of the Grantor and the Grantee and the successors in title of the Grantee as owner of the Dominant Lands and every part thereof and the successors in title of the Grantor as owner of the Servient Lands and any part thereof and the Grantee as the benefiting party of the rights, privileges, easements and restrictions herein contained may release, remove or relax any of the conditions or restrictions herein set forth without the necessity of obtaining the consent of the Grantor.

The Easements hereby granted shall not be extinguished in the event that title to or ownership of any of the Dominant Lands or the Servient Lands shall be vested in the same person and if any extinguishment shall occur and title for such lands shall thereafter be divested from such common ownership then and in such event the successors entitled to each such parcel shall be and remain bound to and in respect of the easements and restrictions hereby granted entitled to the benefits thereof, as rights, privileges and obligations as created under any by virtue of the Easement and Restrictive Covenant hereby granted.

IN WITNESS WHEREOF these presents haven been executed by each of the parties hereto the day and year first above written under its corporate seal and by the hands of its officers duly authorized in that behalf.

Name of Developer

(seal)

The City of Edmonton

General Manager, Sustainable Development

Sustainable Development

City Clerk

DATED THIS _____ DAY OF _____, 20____.

NAME OF DEVELOPER

TO

THE CITY OF EDMONTON

EASEMENT AND RESTRICTIVE COVENANT
RE: BERM AND FENCING
