



BETWEEN:

REGIONAL MUNICIPALITY OF WOOD BUFFALO

(hereinafter referred to as "the Municipality")

- and -

a body corporate duly authorized to carry on business in the Province of Alberta,
(hereinafter referred to as "the Developer")

OR

the registered owner of the "Lands", as that term is defined herein,
(hereinafter referred to as "the Developer")

WHEREAS:

- A. The Developer is, or is entitled to become, the registered owner of part or all of those lands situated in the Municipality as described in Schedule "A" attached to this Agreement (the "Lands").
- B. The Developer has applied for Development Permit No.____ for the purposes of the construction of a _____ on that portion of the Lands (hereinafter referred to as "the Development Area") as shown on the diagram attached as Schedule "B" to this Agreement.
- C. The Developer acknowledges that the Development Area is located in an area identified by the Government of Alberta as a Flood Hazard Area which is subject to flooding that could cause personal injury and damage to real and personal property and as such there is inherent risk involved in developing on the Lands.
- D. The Municipality has determined that the Municipality's flood mitigation strategy and related infrastructure will benefit both the Lands and the Municipality as a whole.
- E. Pursuant to Sections 650, 651 and 655 of the *Municipal Government Act*, RSA 2000, c M-26 (the "MGA"), the Municipality may require a Developer to pay a proportionate share of the costs for the construction of improvements and services required to properly service the Lands as a condition of a development permit or subdivision approval.

- F. The Developer is willing to co-operate with the Municipality in facilitating the municipal improvements required to service and benefit the Development Area, and in particular, to co-operate in facilitating implementation of the Municipality's flood mitigation strategy and construction of related infrastructure.

NOW THEREFORE, in consideration of the premises and of the mutual terms, conditions and covenants to be observed and performed by each of the Parties hereto, the Municipality agrees with the Developer and the Developer agrees with the Municipality as follows:

1. Developer's Contribution and Co-operation

- 1.1 Upon the execution of this Agreement, the Developer agrees to pay the Municipality a contribution of \$1.00 towards the Municipality's flood mitigation strategy and related infrastructure which constitutes good and valuable consideration and the receipt and sufficiency of which is hereby acknowledged.
- 1.2 In addition to the consideration set out in Section 1.1 of this Agreement, as additional good and valuable consideration the Developer agrees to co-operate fully with the Municipality and take all reasonable steps as requested by the Municipality to facilitate implementing a flood mitigation strategy for the benefit of the Development Area, and without limiting the generality of the foregoing the Developer hereby covenants and agrees to advance no claims against the Municipality of any kind whatsoever, related to any disturbance, nuisance, inconvenience or any other impact to the Development Area arising from construction of infrastructure not located within the Development Area but in support of the flood mitigation strategy intended to benefit the Development Area
- 1.3 Notwithstanding the Developer's contribution to or co-operation in facilitating construction or installation of infrastructure related to the flood mitigation strategy, the Developer shall not acquire any right, title or interest in or to such infrastructure.
- 1.4 The Developer acknowledges that the Municipality has absolute discretion with respect to the timing of commencement and completion of the design, construction and installation of the flood mitigation strategy and related infrastructure.
- 1.5 The Developer acknowledges and agrees that the obligations under this Agreement are deemed incomplete and that the Development Agreement shall remain on title until the completion of the Municipality's flood mitigation strategy and related infrastructure.
- 1.6 The Developer acknowledges and agrees that the Municipality has a common law duty to warn potential future owners of the Development Area or portions thereof of the risk arising from the location of the Development Area within a flood hazard zone, and the Developer agrees that this Development Agreement in part constitutes such a warning and shall therefore remain registered against the relevant land title(s) until the Municipality's flood mitigation strategy is fully implemented and construction of related infrastructure is complete.

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No Implied, Further or Other Approval

- 2.1 Nothing contained within this Agreement shall be interpreted in such a manner so as to constitute a consent to, approval of, or a representation, warranty or covenant by, the Municipality as an approval authority in any capacity under the MGA with respect to any proposed subdivision, use or development of the Lands, nor an obligation on the part of the Municipality as an approval authority to consent to or approve any proposed subdivision, use or development of the Lands or the Lands, nor a waiver of any right of appeal or review in relation to any permit or approval now or hereafter issued by a development authority or a subdivision authority under the MGA

2. Amounts Payable Under This Agreement

- 3.1 The Developer acknowledges and agrees that the Municipality and the Developer are properly and legally entitled to make provision in this Agreement, for the purposes specified herein, for the payment of money and other consideration from the Developer to the Municipality prescribed in this Agreement.
- 3.2 The Developer for itself and its successors and assigns hereby releases and forever discharges the Municipality from all actions, claims, demands, suits and proceedings of any nature or kind whatsoever which the Developer has, or may hereinafter have, if any, against the Municipality in respect to any right or claim, if any, for the refund or repayment of any consideration from the Developer to the Municipality pursuant to this Agreement (save and except for as specifically provided for within this Agreement).

3. General

- 4.1 The validity and interpretation of this Agreement and of each part hereof shall be governed by the laws of the Province of Alberta.
- 4.2 The Parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the Parties.
- 4.3 A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.

4.4 Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, or by registered mail sent to, the respective addresses of the Parties being:

Regional Municipality of Wood Buffalo
Planning and Development Department
9909 Franklin Avenue
Fort McMurray, Alberta T9H 2K4

[Insert Developer Information]

Phone: 780-799-8695
Fax: 780-743-7874

Phone: (____) _____

Fax: (____) _____

Attention: Director of Planning and
Development

Attention: _____

PROVIDED, HOWEVER, that such addresses may be changed upon ten days notice; if a notice is mailed it is deemed to be received seven days from the date of mailing; AND PROVIDED, FURTHER, that if in the event that notice is to be served at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, the notice shall not be mailed but shall be delivered by courier or by hand.

4.5 The Parties covenant and agree that in addition to the provisions contained in the text of this Agreement, the Parties shall be bound by the additional provisions found in the Schedules to this Agreement as if the provisions of those Schedules were contained in the text of this Agreement.

4.6 The Developer acknowledges and agrees that the Municipality shall be at liberty, pursuant to the MGA, upon the execution of this Agreement, to file at the Land Titles Office for the North Alberta Land Registration District a caveat against the Development Area and against the undeveloped portion of the lands described in Schedule "A" for purposes of protecting the Municipality's interests and rights pursuant to this Agreement.

4.7 This Agreement shall not be assignable by the Developer without the express written approval of the Municipality. Such approval shall be subject to Section 4.8 and may be withheld by the Municipality in its discretion. This Agreement shall enure to the benefit of, and shall remain binding upon (joint and severally, where multiple parties comprising the Developer), the heirs, executors, administrators, attorney under a power of attorney, and other personal representatives of all individual Parties and their respective estates, and shall enure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate Parties.

4.8 It is understood between the Municipality and the Developer that no assignment of this Agreement by the Developer shall be permitted by the Municipality unless and until the proposed assignee enters into a further agreement with the Municipality whereby such assignee undertakes to assume and perform all of the obligations and responsibilities of the Developer as set forth in this Agreement.

5. Execution of Agreement

5.1 The Developer hereby acknowledges that it is executing this Agreement having been given full opportunity to review the same and seek independent legal advice and that the Developer is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that the Developer is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

IN WITNESS WHEREOF the parties have executed this Agreement as hereinafter written.

Signed at Fort McMurray, in the Regional Municipality of Wood Buffalo, in the Province of Alberta, this ____ day of _____, 201__.

Signed at Fort McMurray, in the Regional Municipality of Wood Buffalo, in the Province of Alberta, this ____ day of _____, 201__.

REGIONAL MUNICIPALITY OF WOOD BUFFALO

Per:

Jamie Doyle, Director, Planning and Development Department

DEVELOPER

Per:

(Signature)

(print name above)

Per:

(Signature)

(print name above)

SCHEDULE "A" - LEGAL DESCRIPTION OF LANDS

[Insert legal description of land being developed]

SCHEDULE "B" - DEVELOPMENT AREA

[Insert Copy of site plan of map of the area being developed upon]