



BETWEEN:

REGIONAL MUNICIPALITY OF WOOD BUFFALO

a municipal corporation pursuant to the laws
of the Province of Alberta
(the "Municipality")

- AND -

(the "Landowner")

WHEREAS:

- A. The Landowner is the registered owner of those lands in the Municipality as described on Schedule "A" to this Agreement (the "Lands");
- B. The Landowner applied for a development permit to complete construction of a building for use as _____ on the Lands pursuant to a Development Application submitted to the Municipality;
- C. One of the conditions of Development Permit No. _____ is that the Landowner enter into an agreement with the Municipality to save the Municipality harmless for any potential liability for the approval of and issuance of the Development Permit;
- D. The Landowner acknowledges that the Lands are located in an area identified by Alberta Environment and Parks as a Flood Hazard Area which contains both Floodway and Flood Fringe areas that are subject to flooding that can cause personal injury and damage to real and personal property;
- E. The Landowner acknowledges and understands that any flood mitigation efforts undertaken by either the Municipality or the Landowner may not fully or effectively mitigate against personal injury or damage to real or personal caused by flooding;
- F. The Landowner acknowledges and accepts the inherent risks of developing upon the Lands;
- G. The Municipality and the Landowner have agreed that construction of the development upon the Lands shall be subject to the provisions of this Agreement;

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 Landowner and the Landowner agree with the Municipality as follows:

1. The Municipality agrees to the issuance of the Development Permit attached as Schedule "B" (the "Development Permit"), for the proposed development upon the Lands subject to the conditions of the Development Permit and the terms and conditions contained in this Agreement.
2. The Landowner acknowledges that all development within the Flood Hazard Area and of the Lands has additional risks and that those are risks which must be accepted by the Landowner and future property owners.
3. The Landowner shall assume all responsibility for development on the Lands and agrees that the Municipality, its Council, officers, administrators, servants, insurers, agents, employees, contractors and representatives (collectively referred to as the "Municipality"), is not providing any warranty, representation or guarantee respecting the feasibility of development on the Lands, nor is the Municipality responsible to monitor the Lands or the Landowner's development of the Lands.
4. The Landowner waives any and all claims that the Landowner (their heirs, executors, administrators, insurers, lessees, agents, representatives, successors and assigns) have now or may have in the future against the Municipality all in relation to the granting of the Development Permit or with respect to development (as that term is defined in the *Municipal Government Act*) of the Lands.
5. The Landowner releases the Municipality of any and all liability for any loss, damage to real or personal property, injury or expense that may arise out of the granting of the Development Permit, or with respect to development (as that term is defined in the *Municipal Government Act*) of the Lands, including but not limited to any damage to real or personal property or personal injury that may arise from potential flooding of the Lands.
6. The Landowner acknowledges that it shall indemnify and save harmless the Municipality from and against any and all losses and liability, costs (including legal costs on a solicitor-client full indemnity basis), actions, causes of actions, suits, claims, and demands or expenses, by reason of anything done by the Landowner, their heirs, agents, employees, invitees or contractors and directly or indirectly related to this Agreement, the granting of the Development Permit, or with respect to development (as that term is defined in the *Municipal Government Act*) of the Lands.
7. The Landowner agrees to abide by the requirements of the Development Permit and the Municipality's Land Use Bylaw.
8. The Landowner shall at all times comply with all legislation, regulations and municipal bylaws and resolutions relating to the development of the Lands.
9. This Agreement does not constitute subdivision approval, nor is it a Development Permit nor a Building Permit or any other permit granted by the Municipality, and it is understood and agreed that the Landowner shall obtain all approvals and permits which may be required

by the Municipality or any governmental authority in relation to the development of the Lands.

10. This Agreement shall be binding upon the heirs, executors, administrators, transferees and assignees of the Municipality and the Landowner.
11. The Landowner's obligations under this Agreement shall (unless otherwise specified in this Agreement or waived, in writing by the Municipality) remain in effect so long as the Landowner maintains a development on the Lands.
12. The Landowner acknowledges that they are executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that the Landowner is executing this Agreement freely and voluntarily and of their own accord, without any duress or coercion whatsoever, and that the Landowner is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.
13. Wherever the singular and/or masculine are herein used, the plural and feminine should also be inferred where appropriate.

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_.

REGIONAL MUNICIPALITY OF WOOD BUFFALO

Per:

Jamie Doyle, Director, Planning and Development Department

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

LANDOWNER

Per:

(Signature above)

(Print name above)

Per:

(Signature above)

(Print name above)

SCHEDULE "A"

Legal description of land:

INSERT LEGAL DESCRIPTION

SCHEDULE "B"

Development Permit

INSERT DEVELOPMENT PERMIT