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BETWEEN:

(the "GRANTOR")

- and -

REGIONAL MUNICIPALITY OF WOOD BUFFALO
(the "GRANTEE")

WHEREAS:

- A. The GRANTEE is the legal and beneficial owner of the DOMINANT LANDS;
- B. The GRANTOR is the legal and beneficial owners of the SERVIENT LANDS;
- C. The DOMINANT LANDS and SERVIENT LANDS have been designated 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 and as such there is inherent risk with development of the Lands;
- D. The GRANTOR has agreed to grant the RESTRICTIVE COVENANT as set forth herein for the benefit of the DOMINANT LANDS.

1. Definitions

In this AGREEMENT unless there is something in the context or subject matter inconsistent therewith:

- (a) AGREEMENT means this Restrictive Covenant and includes the preamble and schedules attached hereto;
- (b) DOMINANT LANDS means those lands legally described in Schedule "A" attached hereto;
- (c) OWNER means any individual(s), person(s), or corporation(s) holding a legal or beneficial interest in either the SERVIENT LANDS or the DOMINANT LANDS;
- (d) SERVIENT LANDS means those lands legally described in Schedule "B" attached hereto;

- (e) RESTRICTIVE COVENANT means the covenants described within Section 3 of this AGREEMENT; and
- (f) TENANT means any individual(s), person(s) or corporation(s) holding a leasehold estate or interest in either the SERVIENT LANDS or the DOMINANT LANDS.

2. Grant of Restrictive Covenant

The GRANTOR, as owner of the SERVIENT LANDS, hereby grants to the GRANTEE, as owner of the DOMINANT LANDS, the RESTRICTIVE COVENANT burdening and benefiting the SERVIENT LANDS and the DOMINANT LANDS, respectively.

3. Description of Restrictive Covenant

The GRANTOR acknowledges that any increase to the risk of flooding or flood damage by any means to the SERVIENT LANDS will necessarily result in an increase to the risk of flooding or flood damage to the DOMINANT LANDS and the GRANTOR therefore covenants and agrees not to use or permit the use of the SERVIENT LANDS or any portion thereof in any manner whatsoever which would increase the risk of flooding or flood damage to the DOMINANT LANDS including, without limitation, the following:

- (a) alter the grade in any way which lowers the grade of the SERVIENT LANDS; and/or
- (b) would result in more than 70% of the SERVIENT LANDS' lot coverage in hard landscaping, as those terms are defined in the Regional Municipality of Wood Buffalo Land Use Bylaw (Bylaw No. 99/059), as amended; and/or
- (c) without restricting the foregoing, no development whatsoever shall be carried out or utilized upon the SERVIENT LANDS unless the OWNER of the SERVIENT LANDS accepts responsibility for the stability and resulting safety of the SERVIENT LANDS being located with a recognized flood plain and any such lands, developments, buildings or structures and agrees to indemnify and save harmless the GRANTEE 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 OWNER of the SERVIENT LANDS, their heirs, agents, employees, invitees or contractors and directly or indirectly related to the development of the SERVIENT LANDS, this AGREEMENT and the granting of the development permit.

4. Covenant Running With the Lands

The restrictions contained herein shall for all purposes constitute a covenant running with the lands such that the burdens and benefits hereby created shall attach to and run respectively with the SERVIENT LANDS and the DOMINANT LANDS from this date forth.

5. Determination of Compliance

For the purposes of this AGREEMENT, the determination as to whether the RESTRICTIVE COVENANT has been complied with shall be based upon the interpretation of this AGREEMENT by the GRANTEE, OWNERS, and TENANTS of the DOMINANT LANDS from time to time, and any such determination shall be final and binding as against the parties hereto and all OWNERS or TENANTS of the SERVIENT LANDS.

6. Enforcement

In the event that any OWNER or TENANT of the SERVIENT LANDS is determined to be in default of the terms of this AGREEMENT, this AGREEMENT may be enforced by the GRANTEE or any subsequent OWNER or TENANT of the DOMINANT LANDS or any portion thereof. Furthermore, the relief available in any such action to enforce this AGREEMENT shall include, without restriction:

- (a) damages against the defaulting OWNER or TENANT of the SERVIENT LANDS, or any portion thereof; and
- (b) injunctive relief.

7. Costs

In addition to the relief set forth in Section 6 above, any party which successfully enforces this AGREEMENT shall be entitled to its legal costs as between a solicitor and his own client on a full indemnity basis and such costs, if not paid, shall constitute a charge against the interest held by the defaulting OWNER or TENANT in SERVIENT LANDS, or any portion thereof, until fully paid and satisfied. For the purposes of creating and enforcing such charge, and as security for the payment of such costs, the GRANTOR hereby mortgages and charges all of its right, title, estate and interest in each of the parcels or lots comprising the SERVIENT LANDS in favour of the GRANTOR and each successor OWNER of the parcels or lots comprising the DOMINANT LANDS.

8. Notice

All notices to be given in relation to this Agreement, and all requests for prior written consent required under this Agreement, may be sent by pre-paid courier or registered mail addressed to the parties as follows:

(a) to the GRANTEE at:

Regional Municipality of Wood Buffalo
9909 Franklin Avenue
Fort McMurray, Alberta T9H 2K4
Attention: Director, Planning and Development; and

(b) to the GRANTOR at the address for the registered owner of the SERVIENT LANDS as stated on the title to the SERVIENT LANDS from time to time;

or at such other address, in either case, as the GRANTOR or GRANTEE respectively may from time to time appoint in writing. Any notice sent in accordance with this paragraph shall be deemed to be given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid, save and except for during periods of postal interruption and seven (7) days thereafter, in which case all notices shall be sent by pre-paid courier or hand delivered and shall be deemed to have been given upon delivery.

9. Governing Law

Any dispute arising herefrom shall be governed by and construed in accordance with the laws of the Province of Alberta and the Courts of the Province of Alberta shall have exclusive jurisdiction.

10. Severance

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this AGREEMENT, or the application of any such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this AGREEMENT shall be enforced to the fullest extent permitted by law.

11. Interpretation

Any word importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine or neuter gender, and any word importing a person shall include a corporation, individual, partnership and any other entity, all as the context requires.

12. Independent Advice

The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice, and that each has had an opportunity to read, review and understand the nature and effect of the provisions of this AGREEMENT prior by executing this AGREEMENT. Each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this AGREEMENT and has either:

- (a) obtained such legal or other professional advice; or
- (b) waived the right to obtain such independent legal or other professional advice.

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_.

GRANTOR

Per:

(Signature above)

(Print name above)

Per:

(Signature above)

(Print name above)

**DOWER ACT
AFFIDAVIT**

Cross out inapplicable portions in paragraph 2 and initialize the changes.

I, _____, of _____, in the Province of Alberta, MAKE OATH AND SAY:

1. I am the transferor named in the within instrument.
2. I am not married.

-OR-

Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

-OR-

I am (or my principal is) married to _____ being the person who executed the release of dower rights registered in the Land Titles Office on _____ as instrument number _____.

SWORN BEFORE me at Regional
Municipality of Wood Buffalo in the)
Province of Alberta, this _____,)
day of _____, 20____.)

A Commissioner for Oaths in and
for the Province of Alberta

**DOWER ACT
CONSENT OF SPOUSE**

I, _____, being married to the above named _____ do hereby give my consent to the disposition of our homestead, made in this instrument and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the DOWER ACT, to the extent necessary to give effect to the said disposition.

(Signature of Spouse)

**DOWER ACT
CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE**

1. This document was acknowledged before me by _____ apart from (his wife/her husband).

2. _____ acknowledged to me that (he/she),
 - (a) is aware of the nature of this disposition;
 - (b) is aware that the DOWER ACT gives (her/him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
 - (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to (him/her) by ther DOWER ACT to the extent necessary to give effect to the said disposition;
 - (d) is executing the document freely and voluntarily without any compulsion on the part of (his wife/her husband).

DATED at Reginal Municipality of Wood Buffalo, in the Province of Alberta, this ____ day of _____, 20__.

A Commissioner for Oaths in and
for the Province of Alberta

SCHEDULE "A"

The Dominant Lands

PLAN 4345CL
RAILWAY RIGHT OF WAY AND EXTRA RIGHT OF WAY
WITHIN MERIDIAN 4 RANGE 9 TOWNSHIP 89
COMPRISING PARTS OF:

SECTION	HECTARES	(ACRES)	MORE OR LESS
S.E. 10	12.53	30.96	
N.E. 10	1.16	2.86	

EXCEPTING THEREOUT: (A) OUT OF THE SE 10, ALL THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY BOUNDARY OF SAID QUARTER SECTION, FOUR HUNDRED AND FORTY FIVE (445) FEET MEASURED NORTHERLY ALONG THE SAID EASTERLY BOUNDARY OF SAID QUARTER FROM ITS INTERSECTION WITH THE CENTRE LINE OF THE NORTHERN ALBERTA RAILWAYS COMPANY'S RAILWAY, AS THE SAID RAILWAY IS SHOWN ON PLAN 4345CL; THENCE NORTHWESTERLY ON AN ANGLE WITH THE SAID EASTERLY BOUNDARY OF SAID QUARTER

SECTION 17 DEGREES 30 MINUTES FOR A DISTANCE OF ONE HUNDRED AND NINETY FIVE (195) FEET; THENCE NORTHERLY AND PARALLEL TO THE SAID EASTERLY BOUNDARY OF SAID QUARTER FOR A DISTANCE OF ONE HUNDRED AND SEVENTY SIX (176) FEET MORE OR LESS TO THE CLEARWATER RIVER, AS SHOWN ON PLAN 4345CL AFORESAID; THENCE EASTERLY FOLLOWING THE SOUTHERLY BOUNDARY OF THE SAID RIVER AS SHOWN ON SAID PLAN TO THE EASTERLY BOUNDARY OF SAID QUARTER SECTION; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID QUARTER SECTION TO THE POINT OF COMMENCEMENT, CONTAINING BY ADMEASUREMENT 0.134 HECTARES (0.33 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS

DESCRIPTIVE PLAN 9620303

BLOCK 34

LOT 50

EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 7.23 HECTARES (17.87 ACRES) MORE OR LESS

MERIDIAN 4 RANGE 9 TOWNSHIP 89

SECTION 10

ALL THAT PORTION OF SOUTH EAST QUARTER WHICH LIES SOUTH AND WEST OF SUBDIVISION PLAN 315TR AND NORTH AND WEST OF SUBDIVISION PLAN 3969ET EXCEPTING THEREOUT:

A) ALL THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH WESTERLY LIMIT OF MCPHEE STREET WITH PRODUCTION NORTH WESTERLY OF THE NORTH EAST BOUNDARY OF BLOCK 15 AS SHOWN ON SUBDIVISION PLAN 3969ET; THENCE NORTH WESTERLY ALONG THE SAID PRODUCTION 250 FEET; THENCE SOUTH WESTERLY AND PARALLEL TO THE NORTH WESTERLY LIMIT OF SAID MCPHEE STREET TO

A POINT ON THE PRODUCTION NORTH WESTERLY OF THE SOUTH WESTERLY BOUNDARY OF SAID BLOCK 15; THENCE SOUTH EASTERLY ALONG THE SAID PRODUCTION TO ITS INTERSECTION WITH THE SAID NORTH WESTERLY LIMIT OF MCPHEE STREET; THENCE NORTH EASTERLY ALONG THE SAID LIMIT OF MCPHEE STREET TO THE POINT OF COMMENCEMENT; CONTAINING 1.5 ACRES MORE OR LESS. EXCEPTING THEREOUT ALL MINES AND MINERALS

SECONDLY

MERIDIAN 4 RANGE 9 TOWNSHIP 89
SECTION 10

ALL THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION 10 WHICH IS BOUNDED ON THE SOUTH BY THE SOUTH BOUNDARY OF THE SAID QUARTER SECTION AND ON THE NORTH EAST AND NORTH WEST RESPECTIVELY BY HUGHES AVENUE AND PARK STREET AS SHOWN ON SUBDIVISION PLAN 3969ET
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 315TR

BLOCK TWENTY ONE (21)

LOT ONE (1)

CONTAINING 2.71 HECTARES (6.70 ACRES)

MORE OR LESS

EXCEPTING THEREOUT: 0.441 HECTARE (1.09 ACRES) MORE OR LESS ON PLAN 2463TR

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET

BLOCK 2

LOT 14

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET

BLOCK 8

LOT 7

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 1323111 ROAD PART		

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET

BLOCK 8

LOT 9

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET
BLOCK 8
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET
BLOCK 9
LOTS 1 TO 8 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET
BLOCK 9
LOT 9
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET
BLOCK 11
LOTS 12 TO 22 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET
BLOCK 12
LOTS 1 TO 7 INCLUSIVE
EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 2773EU ROAD	0.048	0.119

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET
BLOCK 12
LOT 8
EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 2773EU ROAD	0.007	0.017

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET
BLOCK 14
ALL THAT PORTION OF HIGH AVENUE
WHICH LIES NORTH WEST OF THE PRODUCTION SOUTH WEST OF THE SOUTH EAST
BOUNDARY OF LOT 12 AND WHICH LIES SOUTH EAST OF THE PRODUCTION SOUTH WEST
OF THE NORTH WEST LIMIT OF LOT 7
EXCEPTING THEREOUT:
A) PLAN 9120519 - SUBDIVISION (PART)
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET
BLOCK 14
LOTS 10 TO 12 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET
BLOCK 15
LOTS 9 TO 16 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 3969ET
BLOCK 19
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

The Servient Lands

[LEGAL DESCRIPTION]

EXCEPTING THEREOUT ALL MINES AND MINERALS