

**PHASE III BROWNFIELD REDEVELOPMENT GRANT FUNDING AGREEMENT** This Phase III

Brownfield Redevelopment Grant Funding Agreement is dated effective **xxxx**.

**Between:**

**THE CITY OF EDMONTON**

(the “City”)

and

**xxxx**

(the “Applicant”)

**Whereas:**

- A. The City has developed the Grant Program to provide funding for the redevelopment of Brownfield Sites;
- B. The Applicant is the registered owner of the Property, which is a Brownfield Site, and has submitted to the City the Grant Application for the Grant Program funding;
- C. The City has agreed to provide the Applicant with the grant funding subject to the terms of this Agreement;

**Now therefore** in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

**1. Definitions**

1.1 For the purposes of this Agreement, the parties agree that:

- (a) “**Agreement**” means this Brownfield Redevelopment Grant Funding Agreement and all schedules to this Agreement;
- (b) “**Annual Grant Payment**” means the amount paid each taxation year as determined by sections 7.1-7.6 of this Agreement.
- (c) “**Applicable Laws**” means all statutes, laws, bylaws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction, and all amendments and successors thereto, relating to the Phase III Work or the performance of the Phase III Work;

- (d) **“Audit Guide”** means the Brownfield Redevelopment Program Financial Audit Guide (dated May 14, 2021) attached as Schedule “D” to this Agreement;
- (e) **“Brownfield Site”** means a property:
- (i) that is under-utilized;
  - (ii) where past activities on the property have caused environmental, soil, or groundwater contamination, or any combination of environmental, soil, or groundwater contamination;
  - (iii) has formerly been used for the purposes of gasoline and/or diesel refueling; and
  - (iv) for the purposes of the Grant Program, exhibits good potential for other uses such as economically viable business opportunities.
- (f) **“Certification Approval”** means acceptance by the City that the redevelopment of the Property is at LEED Gold Certification or a higher level of LEED Certification as determined by section 5.1;
- (g) **“Claim”** has the meaning provided in subsection 12.2. of this Agreement;
- (h) **“Grant Application”** means the application for Grant Program funding for the Property, including but not limited to the application form that is attached hereto as Schedule “A”;
- (i) **“Grant Approval Letter”** means the conditional grant approval letter that is attached hereto as Schedule “B”;
- (j) **“Grant Program”** means the City’s grant funding program for Brownfield Sites described in the document entitled “Brownfield Redevelopment Grant Program” and dated effective June 28, 2017;
- (k) **“Grant Triggering Event”** means the later of either:
- (i) the issuance of an Occupancy Permit for the Property; or
  - (ii) Date, xxxx.

- (l) “**LEED Certification**” means Leadership in Energy and Environmental Design certification by the Canada Green Building Council or their approved verifier.
- (m) “**LEED Gold Certification**” means LEED® Gold certification by the Canada Green Building Council or their approved verifier;
- (n) “**Maximum Grant Amount**” is the maximum total amount payable under this Agreement as determined by section 6.1;
- (o) “**Municipal Council**” means the council of municipality of the city of Edmonton established pursuant to the *Municipal Government Act*, RSA 2000, c M-26;
- (p) “**Municipal Tax Uplift**” means the actual annual increase in Municipal Property Taxes, calculated by the City Assessor and payable to the City with respect to the Property. This will be calculated by subtracting the Municipal Property Tax Baseline Valuation from the Municipal Property Taxes payable in the applicable taxation year;
- (q) “**Municipal Property Taxes**” means all municipal property taxes, excluding education taxes as defined in sections 359, 359.1 and 359.2, in the *Municipal Government Act*, RSA 2000, c M-26, as calculated by the City assessor after all assessment complaints and appeals are fully determined and the assessment is finalized;
- (r) “**Municipal Property Tax Baseline Valuation**” means a value established by the City assessor at the time of execution of the Agreement that is equal to the Municipal Property Taxes found on the municipal tax roll for the year in which the Agreement is executed or as otherwise agreed to by the Parties. Under this Agreement, the year for the Municipal Property Tax Baseline Valuation is 2018 and the Municipal Property Tax Baseline Valuation is \$ xxxx;
- (s) “**Phase III Work**” means the environmental remediation work completed on the Property that:
  - (i) meets the eligibility criteria for Phase III grant funding described in the Grant Program; and
  - (ii) complies with the Phase III Requirements.

(t) **“Phase III Requirements”** means the requirements of the Grant Program that are described in the attached Schedule “C” to this Agreement;

(u) **“Occupancy Permit”** means a permit issued to the Applicant for occupancy of the Property, pursuant to the *Safety Codes Act*, RSA 2000, c S-1 (as amended or replaced);

(v) **“Party”** means either the City or Applicant and **“Parties”** means collectively the City and the Applicant;

(w) **“Property”** means the lands that are described as follows:

1. the lands that are municipally described as **xxxx**, Edmonton, Alberta, and legally described as:

DESCRIPTIVE PLAN **xxxx**

BLOCK **xxxx**

LOT **xxxx**

EXCEPTING THEREOUT ALL MINES AND MINERALS

2. the lands that are municipally described as **xxxx** and legally described as:

PLAN **xxxx**

BLOCK **xxxx**

LOT **xxxx**

EXCEPTING THEREOUT ALL MINES AND MINERALS

(x) **“Qualified Environmental Specialist”** means a qualified environmental specialist as defined in the Grant Program;

(y) **“Term”** shall have the meaning provided in subsection 8.1 of this Agreement;

(z) **“Total Remediation Cost”** is the lesser of \$ **xxxx** or the sum of the eligible environmental remediation costs applicable to the Phase III Work to be approved by the City.

1.2 This Agreement includes the following attached schedules:

(a) Schedule “A” - Copy of grant application form;

- (b) Schedule “B” - Copy of Grant Approval Letter;
- (c) Schedule “C” - Phase III Requirements; and
- (d) Schedule “D” - Brownfield Redevelopment Program Financial Audit Guide

## **2. Applicant’s Representations and Warranties**

2.1 The Applicant represents and warrants that:

- (a) the information provided in the Grant Application is true and accurate;
- (b) the Grant Application complies with all of the applicable Phase III eligibility criteria contained in the Grant Program;
- (c) the Applicant will not obtain LEED Gold Certification for the Property;
- (d) upon completion of the Phase III Work, the Phase III Work shall comply with all of the Phase III Requirements;
- (e) the Property is a Brownfield Site and is located within the municipal boundaries of the city of Edmonton;
- (f) the Property has not received a previous Phase III grant under the Grant Program; and
- (g) the Applicant is the registered owner of the Property;
- (h) the Applicant is:
  - (i) a corporation validly existing under the laws of the Province of Alberta and has done all necessary corporate acts to execute and deliver this Agreement and shall do all such necessary corporate acts as may be required to give full effect to the matters set out in this Agreement; or
  - (ii) an individual or individuals who have provided the City with sufficient information to prove they are a legal entity who can execute and deliver this Agreement and give full effect to the matters set out in this Agreement;
- (i) the Applicant has the legal capacity and authority to enter into this Agreement, and any ancillary agreements, to perform all obligations under this Agreement;
- (j) the Applicant has taken all necessary actions, steps, and corporate and other proceedings to

approve or authorize the execution of the Agreement;

(k) the execution and performance of the Agreement by the Applicant will not result in a violation, breach of any Applicable Law or corporate bylaw applicable to the Applicant;

(l) the Applicant is not bankrupt, no assignment has been made for the benefit of creditors, and no receiver has been appointed on account of the Applicant's insolvency;

(m) the Applicant will use its best efforts to undertake redevelopment of the Property as outlined in the Grant Application.

### **3. Inspection, Assessment and Audit**

3.1 During the Term of this Agreement, the Applicant grants the City and its representative(s) access to the Property at all reasonable times for the purposes of inspections and assessment of the Property.

3.2 If required by the City, the Applicant shall provide to the City statements of financial expenses for the Phase III Work within thirty (30) days of the City's request. Such statements are to be in a form acceptable to the City and completed in accordance with generally accepted accounting principles in the Province of Alberta.

3.3 If required by the City, the Applicant shall provide the City with appropriate evidence of expenses applicable to the Phase III Work, including any eligible expenses, as determined by the City, within thirty (30) days of the City's request.

3.4 The Applicant shall provide invoices in accordance with the Audit Guide attached as Schedule "D" to this Agreement.

3.5 The City reserves the right to conduct a review or audit of any expenses for the Phase III Work or any portion thereof. If the Applicant fails to submit any invoice in accordance with the Audit Guide, then the City may subtract from Maximum Grant Amount any costs for the City's review or audit activities.

### **4. Conditions Precedent**

4.1 Notwithstanding any other provision of this Agreement or the terms and conditions of the Grant Program, this Agreement is expressly subject to and conditional upon:

a) passage by the Municipal Council of the City of a budget adjustment that reflects the Maximum Grant Amount for the Project;

b) approval of this Agreement by the Municipal Council of the City if this Agreement exceeds the City's delegated authorities; and

- c) approval of the Grant Application by the Municipal Council of the City if the grant funding does not comply with the requirements of the Grant Program.

## **5. Certification Approval**

5.1 The Applicant acknowledges and agrees that:

- (a) the Applicant must attain Certification Approval of LEED Gold Certification, or a higher level of LEED Certification, for the Property to receive a maximum of one-hundred percent (100%) of the Total Remediation Cost;
- (b) if the Applicant does not attain Certification Approval for the Property, the City may pay the Applicant up to a maximum of fifty percent (50%) of the Total Remediation Cost;
- (c) determination of whether the Property is at LEED Gold Certification or a higher level of LEED Certification is at the sole and unfettered discretion of the City;
- (d) the Applicant's Application estimates the remediation cost of the Property at Seven Hundred Thousand Dollars \$ xxxx; and
- (e) the Applicant has not attained Certification Approval for the Property.

5.2 The Parties acknowledge and agree that, except for Certification Approval as noted in paragraph 5.1 above, the Applicant must comply with all of the terms and conditions of the Grant Program to be eligible for any funding under the Grant Program and this Agreement.

## **6. Grant Funding Amount**

6.1 Pursuant to the terms of this Agreement, the City will pay to the Applicant a sum to not exceed \$ xxxx, subject to the following:

- (a) The City will pay the Applicant one hundred (100%) of the annual Municipal Tax Uplift up to a maximum of fifty percent (50%) of the Total Remediation Cost and calculated over a period of not more than six (6) consecutive years starting from the occurrence of the Grant Triggering Event.

6.2 Notwithstanding any other term or condition of this Agreement, the Applicant acknowledges and agrees that:

- (a) eligible costs for LEED Gold Certification or a higher level of LEED Certification, and eligible environmental monitoring costs, are determined by the City in its sole discretion;
- (b) pursuant to the Grant Program, the City must not pay any amount that exceeds the Municipal Tax Uplift in any given year. The Applicant further acknowledges that if there is a delay to obtaining Certification Approval, the Applicant may receive less than the Maximum

Grant Amount because there is a risk that there will be insufficient time for the remaining Annual Grant Payments of the Municipal Tax Uplift to reach the Maximum Grant Amount;

(c) the City will not pay any grant funding under the Grant Program that exceeds the Maximum Grant Amount; and

(d) the actual amount payable by the City pursuant to this Agreement may be less than \$ xxxx.

## **7. Payments**

7.1 The first Annual Grant Payment will be made on or before December 31 of the calendar year following the Grant Triggering Event.

7.2 Thereafter, the Annual Grant Payment will be made on or before December 31 of each calendar year for a maximum of five (5) more consecutive years.

7.3 The Annual Grant Payment for each year is equal to the lesser of the:

(a) Municipal Tax Uplift for the year of the Annual Grant Payment; and

(b) at the time of the Annual Grant Payment, the difference between the Maximum Grant Amount and the sum total of grant payments made to date under this Agreement.

7.4 Notwithstanding section 7.3, the Annual Grant Payment will be \$0.00 if at the time of payment:

(a) an Occupancy Permit is not issued for the Property by xxxx or a later date otherwise agreed to by the City in its sole discretion;

(b) taxes imposed pursuant to part 10 of the *Municipal Government Act*, RSA 2000, c M-26 are outstanding for any property situated in Edmonton, Alberta and owned by the Applicant; or

(c) assessment complaints and appeals for any lands in the city of Edmonton owned by the Applicant are pending or ongoing.

7.5 The Applicant is not entitled to claim against the City for any reduction in the Annual Grant Payment.

7.6 The sum total of Annual Grant Payments shall not exceed the Maximum Grant Amount.

## **8. Termination of Agreement**

8.1 This Agreement shall commence on the effective date first written above and, unless otherwise terminated by the City in accordance with the terms of this Agreement, expire the earliest of



either:

- (a) final payment of the Annual Grant Payment in accordance with the terms of this Agreement;  
or
- (b) six (6) years from the date of this Agreement

(the “**Term**”).

8.2 The City may terminate this Agreement for any reason upon providing the Applicant with sixty (60) days prior written notice of such termination. If the City terminates the Agreement pursuant to this section, then the Applicant may submit a request for payment of the portion of Maximum Grant Amount for which the Phase III Work has been completed up to the date of the City’s notice. Any such submission for payment of the Maximum Grant Amount must be made prior to the termination date of the Agreement. Any payment of the Maximum Grant Amount, or a portion thereof, made pursuant to this section shall be at the sole and unfettered discretion of the City.

8.3 The City may, without prejudice to any other right or remedy the City may have in law or equity, immediately terminate the Agreement by giving to the Applicant written notice if any of the following events occur:

- (a) the City determines, at any time this Agreement is in force and effect, that any of the representations or warranties provided by the Applicant in this Agreement are not accurate or are false or misleading;
- (b) the Applicant has breached any of its covenants or obligations contained in this Agreement;
- (c) the Applicant does not complete the Phase III Work in accordance with the milestone dates outlined in the Grant Application;
- (d) the Applicant should be adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Applicant's insolvency; or
- (e) the Applicant, a contractor of the Applicant, or any of their employees has any conflict of interest or which may otherwise in the sole opinion of the City adversely affect the Phase III Work;
- (f) disregards any Applicable Law in the performance of this Agreement.

8.4 If the City terminates this Agreement due to any of the above circumstances, then the City may require the Applicant to repay to the City any funding provided by the City pursuant to this Agreement, including but not limited to the Annual Grant Payments. If the Applicant fails to repay such funding to the City, then such funding amounts paid to the Applicant shall be deemed a debt due and owing by the Applicant to the City.

8.5 Upon the termination of this Agreement for any reason whatsoever, the City shall have no obligation to pay any remaining unpaid portion of the Maximum Grant Amount to the Applicant.

8.6 In the event that the City fails to make an Annual Grant Payment within the time period required by this Agreement, the Applicant may inform the City in writing (the “Notice of Default”). The City shall have thirty (30) Working Days from the receipt of the Notice of Default to remedy the default, failing which the Applicant may terminate the Agreement. If the Applicant terminates the Agreement pursuant to this section 8.6, then there shall be no further Annual Grant Payments paid by the City to the Applicant and the grant funding shall be deemed to be paid in full.

## **9. Notice**

9.1 Any notices or other correspondence required to be given to either party under or in connection with the Agreement shall be deemed to be adequately given if sent by prepaid certified mail, personal delivery, courier, or email to the addresses provided:

(a) in the case of a notice to the City:

Brownfield Grant Coordinator, City of Edmonton  
Economic Investment Services  
Urban Planning and Economy  
9th Floor Edmonton Tower, 10111-104 Avenue NW  
Edmonton AB T5J 0J4  
Email: brownfield.coordinator@edmonton.ca  
With a copy to: liam.mclellan@edmonton.ca

(b) in the case of a notice to the Applicant, if such notice is sent by prepaid registered mail or personally delivered to:

**XXXX**

9.2 Notwithstanding section 9.1 above, any notice given by mail, if posted in Alberta, shall conclusively be deemed to have been given if mailed in:

(a) Alberta, on the fifth business day;

(b) Canada, on the tenth business day; and

(c) Outside of Canada, on the fifteenth business day.

In the event of a postal strike, notice may only be given by personal delivery, courier, or email.

9.3 Either Party may change its address by written notice to the other Party given in accordance with this Article 9 of the Agreement.

## **10. Assignment by the Applicant**

10.1 The Applicant may assign this Agreement upon the written consent of the City, at the City's sole discretion, and on any additional written terms and conditions set by the City.

10.2 Without limiting the generality of section 10.1 above, such terms and conditions of the City may include but shall not be limited to the following:

- (a) the assignee agrees to be bound by all of the terms and conditions of the Agreement;
- (b) the Applicant is not insolvent, been assigned into bankruptcy, on the brink of bankruptcy, or bankrupt;
- (c) the Applicant is not being coerced into assigning the Agreement and is not in distress; and
- (d) the Applicant is not owed any payment from the City.

## **11. Disclosure of Information**

11.1 Sections 11.1, 11.2, 11.3, and 11.4 shall survive termination of this Agreement.

11.2 The Applicant acknowledges that:

- (a) the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25, as amended or replaced ("FOIP");
- (b) the City may be requested to disclose any records relating to this Agreement and under the custody or control of the City, including without limitation the contents of this Agreement; and
- (c) any such disclosure required by FOIP will only be made in accordance with and to the extent required by the provisions of FOIP.

11.3 Notwithstanding the foregoing, the City will disclose the following information as part of the Grant Program and the Applicant consents to the disclosure of this information upon request :

(a) The municipal address and legal description of the Property;

(b) The name of the Applicant;

(c) The Maximum Grant Amount, the Grant Approval Letter, and the actual amount of grant funding paid to the Applicant; and

11.4 The Applicant acknowledges and agrees that pursuant to the Grant Program, all material submitted to the City as part of a Grant Application, and the environmental reports submitted by the Applicant to the City, may be shared internally within the City and externally with the City's third party auditor and any relevant government agencies, including but not limited to Edmonton City Council, Alberta Environment and Parks and Alberta Health Services.

11.5 If the City receives a FOIP request for the environmental site assessments submitted by the Applicant to the City, the City will apply FOIP.

11.6 Notwithstanding anything else in this Agreement, the City may disclose any information that it is required to disclose by law.

## **12. Indemnification**

12.1 The Applicant agrees to indemnify and hold harmless the City, and its employees and agents from and against all losses, claims, demands, payments, suits, judgments, costs or expenses of every nature and description arising out of or in consequence of the Phase III Work. This shall include, but not be limited to, damages because of bodily injury, including death, at any time arising out of or in connection in any way with the Phase III Work, sustained by any person or persons who are lawfully on the property, or on account of damage to property, including loss of use of the said property.

12.2 In the event that any action, suit, claim or demand is brought or made against the City, its employees or agents arising out of or in connection in any way with the Phase III Work (the "Claim"), the City will give notice in writing of the Claim to the Applicant and the Applicant shall have the option of contesting or resolving the Claim on behalf of the City.

12.3 If the Applicant elects to contest or resolve the Claim on behalf of the City, the Applicant will give the City notice of the Applicant's election within seven calendar days of the City's notice. The Applicant shall then bear all costs in relation to contesting or compromising the Claim on behalf of the City including any costs that the City incurred or may incur in relation to the Claim. On conclusion of the Claim, by legal proceeding or otherwise, the Applicant shall pay any judgment or order as against the City, its employees and agents or any settlement entered into on behalf of the City, its employees and agents.

- 12.4 In the event that the Applicant does not elect within seven calendar days of the City's notice or the Applicant elects not to contest or resolve the Claim on behalf of the City, the City, at the City's sole discretion, may compromise the Claim on such terms as the City shall deem as reasonable, and the Applicant shall pay to the City immediately upon demand by the City any sums or costs paid or incurred by the City in relation to the Claim.
- 12.5 Without restricting the generality of the foregoing, for the purposes of this Indemnification Section, costs shall include, but are not limited to, party-party costs, and solicitor and his/her own client costs, whether the City retains in-house or external legal counsel.
- 12.6 The obligations of the Applicant under this Indemnification Section shall not extend to the liability of the City, its employees or agents where such liability arises from the act or omission of the City, its employees or agents and where the Contractor, by the exercise of reasonable diligence, could not have prevented such a course of action from arising. In the event that the Applicant intends to rely on the foregoing sentence, within fifteen calendar days of the City's notice of the Claim, the Applicant must provide to the City detailed particulars of the acts or omissions on the part of the City, its employees and agents that the Applicant alleges as excluding the Applicant's indemnification of the City. The Applicant must also give particulars of the Applicant's diligence in relation to the alleged acts or omissions by the City or any of its employees or agents. In the event that the Applicant fails or declines to provide the City with the particulars specified above, the Applicant will be deemed to have admitted that the City bears no liability in relation to the Claim. In such circumstances, the City, at the City's sole discretion, may compromise the Claim on such terms as the City shall deem as reasonable, and the Applicant shall pay to the City immediately upon demand by the City any sums or costs paid or incurred by the City in relation to the Claim. In the event that the Applicant provides the particulars specified above but the City disputes that those particulars operate to exclude the Applicant's indemnification of the City, any dispute over the Applicant's indemnification of the City as between the Applicant and the City shall be resolved in accordance with the Disputes process set out in this Contract.

### **13. Disputes**

- 13.1 The Applicant and the City agree to use their reasonable best efforts to resolve any differences arising between them as efficiently and cost effectively as possible.
- 13.2 At all relevant times, the City and the Applicant shall make efforts to resolve disputes by amicable negotiation and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
- 13.3 The Applicant and the City agree that any efforts to resolve their differences by amicable negotiation or with the assistance of a mediator, at any time during or after the performance of the Phase III Work, does not suspend the expiration of any time limitation for taking any act

under the Agreement unless the parties have specifically agreed in writing to waive or vary that time requirement.

13.4 If a dispute arises between the Parties that cannot be settled through direct discussions, then the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. If the dispute cannot be resolved by mediation, the Parties shall submit the dispute to binding arbitration before a sole arbitrator conducted pursuant to the *Arbitration Act*, RSA 2000, c A-43 (the “Arbitration Act”). If the Parties cannot agree on naming the mediator or arbitrator, then either Party may request that the Alberta Court of Queen’s Bench name a mediator or arbitrator.

13.5 Except as modified by this Agreement, the provisions of the Arbitration Act apply to an arbitration under this Agreement.

13.6 An arbitration may be commenced by either Party giving notice to the other Party to participate in the appointment of an arbitrator. The notice shall contain a statement of the issue or issues in dispute.

13.7 There will be a single arbitrator unless otherwise agreed to by the Parties. The Parties will appoint the arbitrator within twenty (20) days after the giving of notice of commencement of arbitration.

13.8 This Article 13 shall survive termination of the Agreement.

## **14. Insurance**

14.1 Throughout the Term of this Agreement, the Applicant shall, at its sole cost and expense maintain in full force and effect the following minimum insurance requirements:

(a) Commercial General Liability Insurance that shall:

(i) be in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence for personal injury, and/or property damage or both personal injury and property damage;

(ii) include Contractual Liability (including this Agreement); and

(iii) include the City as an Additional Insured.

(b) Professional Liability - Errors & Omission Insurance for financial loss arising out of an error, omission or negligent act in the rendering of services. Such Professional Liability insurance shall:

(i) be in an amount not less than Five Million Dollars (\$5,000,000.00) per claim and in the aggregate;

(ii) be on a claims made basis;

(iii) provide coverage for defence costs; and

(iv) be maintained for the duration of the Agreement, and two (2) years after termination of this Agreement, by way of annual policy renewal, or purchase of extended reporting period coverage.

14.2 All insurance required from the Applicant shall:

(a) be Primary and Noncontributory;

(b) be in Canadian Dollars; and

(c) include an undertaking by the insurers to provide the City with a thirty (30) days' prior written notice of any insurance cancellation or other termination thereof, or any change which restricts or reduces the insurance afforded thereby.

14.3 The insurance requirements as specified by the City shall not be considered as a limit to the Applicant's liability under this Agreement. The insurance, limits and scope of coverage requested by the City do not define or limit the Applicant's liability to indemnify the City in the event of any type of injury, damage or loss. The City makes no representations as to the adequacy of such insurance, limits or scope of coverage.

## **15. General**

15.1 Time is of the essence in this Agreement.

15.2 The waiver by the City or the Applicant of the strict performance of any condition or covenant herein contained shall not constitute a waiver of or abrogate such or any other condition or covenant nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition or covenant.

15.3 Nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the *Municipal Government Act*, RSA 2000, c M-26, and any amendments thereto, and any other legislation in force in the Province of Alberta. The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions of this Agreement, and nothing in this Agreement restricts the City, its Municipal Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a Municipal Council and as the officers, servants and agents of a municipal government.

15.4 This Agreement includes Schedules "A", "B" and "C" and is the entire agreement between the parties with regard to the matters dealt with in it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the parties except as expressly set out in this Agreement. The consideration

stated herein is the sole consideration and inducement for the execution of this Agreement.

15.5 This Agreement will not be modified, varied or amended except by an instrument in writing signed by all the Parties.

15.6 This Agreement shall enure to the benefit and be binding upon the Parties, their heirs, successors and approved assigns.

15.7 This Agreement may be executed in any number of counterparts, and may be delivered originally or electronically by portable document format (PDF) and each such original or PDF copy, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement may also be executed using digital signatures.

**[Signature Page Follows]**