

## **SHORT FORM DEVELOPMENT AGREEMENT**

### **Pursuant to Land Use Bylaw 22-2010**

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 200(x).

Between: XXXXXXXXXXXXXXXXXX  
hereinafter referred to as the "Developer"

and

**The Town of Canmore**, a Municipal Corporation under the laws of the Province of Alberta,  
hereinafter referred to as the "Town"

As required by Land Use Bylaw 22-2010 and as part of the approval for Building Permit **BP 20xx-xxx** for the development of a (project description) (hereinafter referred to as the "Project"), located at (civic address), having a legal description of Lot x, Block x, Plan xxx xxxx (the "Site"), the Developer and the Town agree to the following:

1. The Developer agrees to make a Recreation Facility Contribution in the amount of **\$x,xxx.00** calculated at **\$xxxxx.00** times number (X) unit(s). This payment shall be made in full upon execution of this agreement.
2. The Developer agrees to make a payment to the Town for Off-site Levies in the amount of **\$ x,xxx.00** calculated at **\$ x,xxx.00** times number (X) unit(s). This payment shall be made in full upon execution of this agreement.
3. The Developer agrees to make a payment to the Town for Engineering review fees in the amount of **\$ x,xxx.00**. This payment shall be made in full upon execution of this agreement. The Town acknowledges that this payment has been received at the time of signing.
4. The Developer agrees to provide the Town with a Security Deposit in the amount of **\$x,xxx.00** which shall be retained by the Town pursuant to satisfactory completion of the Project. The Security Deposit shall be in the form of Cash (or Letter of Credit in a format acceptable to the Town) and shall be paid to the Town upon execution of this agreement. The security shall be held by the Town to secure, collectively:
  - a) completion of the Development, including exterior finishing, parking and drainage provisions, in accordance with the plans and elevations approved by the Town of Canmore; and
  - b) the Developer's diligent performance of its obligations under this Agreement; and
  - c) repairs from damage to municipal lands or infrastructure caused by the Developer.The Town shall have the unfettered right to claim against the Security Deposit without notice in the event of non-compliance with any conditions of this agreement.
5. This agreement may not be assigned except with the express approval of the Town, and execution of a replacement agreement with the assigned.
6. The Developer agrees that all construction shall comply with the plans and elevations submitted to the Town as part of the Building Permit application.

7. The Developer agrees that all construction and all development on the site shall comply with all provisions of the Land Use Bylaw 22-2010.
8. The Developer agrees that all construction and development on the site shall comply with any grading plans approved for the site, or any amendments to grading plans submitted as part of the Building Permit application. Any variations from an approved grading plan are to be addressed prior to completion of the Project.
9. **No occupancy** shall be permitted by the Developer until an Occupancy Certificate has been issued by the Town of Canmore.
10. Upon completion of the project to the satisfaction of the Town, in accordance with this Agreement and the plans and elevations submitted with the application, the Town shall refund all security held pursuant to Section 4 of this Agreement.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Witness

TOWN OF CANMORE

\_\_\_\_\_  
Development Officer