

## DEVELOPER CONTRIBUTION AGREEMENT

This Agreement is dated for reference \_\_\_\_\_, 2021, is

BETWEEN:

**FRASER VALLEY REGIONAL DISTRICT**

45950 Cheam Avenue, Chilliwack, British Columbia V2P 1N6

(the “**Regional District**”)

AND

[insert Developer’s legal name and address]

(the “**Developer**”)

**GIVEN THAT:**

A. The Developer wishes to develop the properties having a civic address of 14282 Morris Valley Road, Harrison Mills, BC, and legally described as:

- (a) PID: 008-779-899; District Lot 542 Land District 1 Land District 36 Except Plan HWY PL 67884 & EXC .029 AC PT BED ELBOW CK NW1/4 SEC 26 TWP 3 RGE 30 W6M (PT 1.55 ACS)M/L EXC PL 24394 W 1/2 SEC 35 TWP 3 RGE 30 WHICH LIES W DL542 EXC PL 67884;
- (b) PID: 008-779-961; Part1 W District Lot 542 Section 35 Township 3 Range 30 Meridian Land District 1 Land District 36 Except Plan HWY PL67884 & EXC .029 AC PT BED ELBOW CK NW1/4 SEC 26 TWP 3 RGE 30 W6M (PT 1.55 ACS) M/L EXC PL 24394 W 1/2 SEC 35 TWP 3 RGE 30 WHICH LIES W DL542 EXC PL 67884; and
- (c) PID: 013-177-672; Part1 NW Section 26 Township 3 Range 30 Meridian Land District 36 Except Plan PT PL24394 & EXC .029 AC PT BED ELBOW CK NW1/4 SEC 26 TWP 3 RGE 30 W6M (PT 1.55 ACS)M/L EXC PL 24394 W 1/2 SEC 35 TWP 3 RGE 30 WHICH LIES W DL542 EXC PL 24394 (N OF HARRISON RVR)

(the “**Development Lands**”) by, among other things, expanding hotel and resort uses and developing new single-family lot subdivisions and connecting such development to the Regional District’s water and sanitary systems;

B. In order to enable such development, the Regional District’s zoning bylaw will need to be amended as it applies to the Development Lands, which will also necessitate a prior amendment to the Regional District’s official community plan;

- C. In connection with the Regional District's process to amend the OCP in relation to the Development Lands and other lands in the area, the Regional District requires the preparation of certain reports and the provision of certain planning and consulting services, as described generally in the letter from the Regional District to the Developer dated September 25, 2021, a copy of which is attached as **Schedule A**, and more specifically described in the Regional District's Request for Proposals respecting the Harrison Mills Neighbourhood Plan dated \_\_\_\_\_, (collectively, the "**Reports and Services**"); and
- D. The Developer wishes to contribute towards the Regional District's costs of obtaining such reports and planning and consulting services, on the understanding that there is no guarantee that the Regional District will proceed with that process to any particular stage.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement and the payment of \$10.00 by each to the other (the receipt and sufficiency of which each party hereby acknowledges), the Regional District and the Developer agree as follows:

1. **Developer Payment** – Concurrently with its execution of this Agreement, the Developer will pay \$\_\_\_\_\_ to the Regional District as a contribution towards the Regional District's costs (including all fees and disbursements) of obtaining the Reports and Services ("**Developer Contribution**")
2. **Regional District Discretion** – For clarity, the Regional District shall have sole control over and discretion in relation to the Reports and Services and the work comprising the Reports and Services, including as to timing and content and the extent to which such work is completed.
3. **Costs Overruns** – If the Regional District determines at any time that the cost of the Reports and Services exceeds or is anticipated to exceed the Developer Contribution, the Regional District may, in its sole discretion, pay such excess costs or, at any time, stop the doing of any further work in relation to the Reports and Services.
4. **Refund of Excess Contribution** – At such time as the Regional District determines that the Reports and Services are complete, or that no further work in relation to the Works and Services will be required by the Regional District, the Regional District will repay to the Developer the amount, if any, by which the Developer Contribution exceeds the Regional District's costs incurred in relation to the Reports and Services and the work comprising the Reports and Services, as determined by the Regional District in its sole discretion.
5. **Ownership and Sharing of the Reports and Services** –
  - (a) The Regional District will be the owner of the Reports and Services and any product resulting from the Reports and Services, and the Developer will have no rights whatsoever in relation to the Reports and Services and resulting product, including to receive copies of the Reports and Services and resulting product.

- (b) The Developer will, however, be entitled to a copy of any product of the Reports and Services that is made available to the public generally at such time as such product is so made available to the public.
  - (c) Regardless of the outcome of any Developer application for amendment to the Regional District's official community plan, the Regional District may use the Reports and Services and any resulting product for such purposes as the Regional District considers desirable.
- 6. **Developer Acknowledgement** – The Developer acknowledges and agrees that it pays the Developer Contribution to the Regional District to enable the Regional District to obtain the Reports and Services as part of the Developer's request for amendment to the Regional District's official community plan in relation to the Development Lands and by making such payment the Developer acquires no special rights in relation to the Regional District's official community plan amendment process.
- 7. **No Effect on Powers** – Nothing in this Agreement shall:
  - (a) affect or limit the discretion, rights or powers of the Regional District under any enactment or at common law, including in relation to the use, development or subdivision of the Development Lands;
  - (b) affect or limit any enactment relating to the use, development or subdivision of the Development Lands; or
  - (c) relieve the Developer from complying with any enactment, including in relation to the use, development or subdivision of the Development Lands.
- 8. **Execution in Counterparts & Electronic Delivery** – This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.
- 9. **Governing Law** – This Agreement will be governed by and construed in accordance with the laws of British Columbia.

AS EVIDENCE of their agreement to the above, the Regional District and the Holding Company have each executed this Amending Agreement below.

**FRASER VALLEY REGIONAL DISTRICT**

by its authorized signatories:

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**Title:**

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**Title:**

**[INSERT DEVELOPER LEGAL NAME]**

by its authorized signatories:

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**Title:**

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**Title:**

**Schedule A**

**Copy of September 25, 2020 Letter**