

SUBDIVISION AND DEVELOPMENT SERVICING AGREEMENT

THIS AGREEMENT made this [dd] day of [insert full month] , 20 [YY] (the "Agreement").

BETWEEN:

DISTRICT OF LAKE COUNTRY, a municipal corporation incorporated under the laws of British Columbia and having an address of 10150 Bottom Wood Lake Road, Lake Country, BC V4V 2M1

(the "District")

AND:

(the "Owner")

WHEREAS:

A. The Owner is the registered owner or holder of a registered right to purchase lands and premises situate, lying and being in the District of Lake Country, Province of British Columbia, and more particularly known and described as:

B.

PROPERTY INFORMATION			
CIVIC ADDRESS			
LEGAL DESCRIPTION:			
PID:	[000-000-000]	ROLL:	

(the "Lands"):

C. The Owner wishes to subdivide or develop the Lands, or part thereof, in the manner shown on a Subdivision or Development Plan which has been submitted by the Owner to the Approving Officer and the District Engineer for approval, a copy of which plan is attached hereto as Appendix A (the "Subdivision or Development Plan"); and

D. The Owner wishes to enter into this Agreement with the District pursuant to section 509(2) the Local Government Act, in order to obtain approval for the Subdivision Plan or Development Plan, prior to the completion of the construction and installation of all works required under the provisions of the Subdivision and Development Servicing Bylaw 2649, 2018, as amended or replaced from time to time (the "Bylaw"), to be constructed and installed by the Owner.

NOW THEREFORE in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. In this Agreement, unless the context otherwise requires all words and expressions shall have the same meaning assigned to them as like word or expressions contained in the Interpretation Section of the Bylaw, .

2. Each of the parties hereto acknowledge having in its or his possession a true copy of the "Reviewed for Construction" engineering plans initialed by the District Engineer and acknowledge and agree that the Reviewed for Construction engineering plans are incorporated into and form part of this Agreement attached as Appendix B.
3. The Owner covenants and agrees to construct and install on the Lands and off-site, as the case may be, the works initialed below, in accordance with Reviewed for Construction engineering plans (all disciplines will not necessarily be employed in every subdivision or development):
 - _____ roads and walkways
 - _____ curbs and gutters
 - _____ sidewalks
 - _____ boulevard
 - _____ water distribution system
 - _____ sanitary sewer system
 - _____ storm drainage system
 - _____ Street lighting
 - _____ electrical and communication wiring
 - _____ geotechnical
 - _____ sediment and erosion control
4. The Owner covenants and agrees that upon substantial performance of the work as certified by the Owner's Engineer and approved by the District Engineer the Owner will enter into a Maintenance Security Agreement in the form approved by the District to warrant for the maintenance of the work for a period of eighteen (18) months.
5. All work must be carried out by the Owner or his contractors in accordance with the Reviewed for Construction engineering plans and in accordance with the provisions of and to the standards prescribed in the Bylaw. Where the provisions of the Reviewed for Construction engineering plans and the Bylaw conflict, the more stringent provisions shall apply.
6. The cost of all work herein shall be at the expense of the Owner. The Owner must employ only bondable contractors to carry out and complete the work.
7. The Owner must obtain and provide to the District upon request and free of charge, true copies of all contracts and sub-contracts entered into by the Owner or its contractors and relating works.
8. The decision of the District Engineer shall be final and binding on all parties hereto in determining whether or not the work or any part thereof has been carried out and completed in accordance with the provisions of this Agreement.
9. As soon as the Owner is satisfied that he has caused the work to be completed, and prior to issuance of a Certificate of Total Performance, the Owner shall submit the following to the District Engineer in accordance with the Bylaw:
 - (a) One complete set of original as constructed drawings sealed by an Engineer; and
 - (b) an electronic copy of the as constructed drawings in a format acceptable to the District Engineer.

10. Until the Owner submits as constructed drawings in accordance with the Bylaw, the District shall withhold from the security deposit an amount equal to two thousand dollars (\$2000.00) per sheet for drafting deficiencies.
11. The Owner shall cause all work herein to be carried out and completed not later than:
the _____ day of _____, 20 ____
(the "Completion Date").
12. Prior to obtaining approval of the subdivision by the Approving Officer, the Owner shall:
 - (a) pay all arrears of property taxes chargeable against the Lands; and
 - (b) pay all currently assessed property taxes as levied against the Lands.
13. Prior to final approval and as security for the due and proper performance by the Owner of all his covenants and agreements herein contained, the Owner shall deposit, with the District, cash or bank draft or an unconditional, automatically renewing, Irrevocable Letter of Credit (the "Irrevocable Letter of Credit") for a term of not less than twelve (12) months, drawn on a chartered bank in Canada in the amount of **[spell out amount] (\$000,00.00)**, as required under the Subdivision and Development Servicing Bylaw.
14. The Irrevocable Letter of Credit shall be in a form acceptable to the District and must be incorporated into and made part of this Agreement and attached as Appendix C.
15. The Owner agrees that if the work, or any part thereof, is not completed in accordance with the provisions of this Agreement by the Completion Date, or if the Owner shall be in default of any of its covenants or the provisions herein contained, and such default shall continue for a period of fourteen (14) days after notice thereof has been given by the District to the Owner, the District may draw down on the cash, bank draft or Letter of Credit and the District may complete the work at the expense of the Owner and deduct from any fund held by the District as security hereunder, the cost of such completion, and the balance of the security, if any, will be returned to the Owner less any administration fees and costs incurred by the District. If there is insufficient money on deposit with the District by reason of the security deposit, then the Owner will pay such deficiency to the District immediately upon receipt of an invoice from the District. It is understood and agreed that the District may do such work either by itself, or by contractors employed by the District.
16. If the Owner completes the work, then the security deposit or unused portion of it excepting funds held pursuant to the Maintenance Security Agreement shall be returned to the Owner without interest, not more than sixty (60) days after the Certificate of Substantial Performance is issued.
17. The District may consent to a reduction in the amount secured by the Letter of Credit, or cash, from time to time in accordance with the following:
 - (a) the credit reduction will be equal to the cost of work completed, minus a 10% holdback, as submitted by the Owner's Engineer and as approved by the District Engineer;
 - (b) no reduction will be allowed for an amount which represents less than 10% of the total cost of construction and installation of the work; and
 - (c) no reduction to the letter of credit will be allowed which reduces its value to less than the sum of the amounts held under Subdivision and Development Servicing Bylaw (Schedule T.1.3), as amended or replaced from time to time.

18. The Owner authorizes the District, its agents, employees, and contractors to enter upon the Land at any time as may be necessary or convenient for carrying out of this Agreement, including without limitation, for the purpose of inspecting or undertaking the works.
19. The Owner shall comply with the provisions of all municipal bylaws, permits and resolutions, and all applicable statutes and regulations, throughout the development and the construction of the works.
20. In the event that any material or debris is left upon any highway or other public property during or after the construction of the works, the District may remove the material or debris at the expense of the Owner.
21. At all times during the construction and provision of the works, the Owner shall retain the Owner's Engineer to oversee the completion of the works and the Owner's Engineer shall be considered to be the agent of the Owner.
22. Any explanations, order, instructions, directions and requests given by the District to the Owner's Engineer shall be deemed to have been given to the Owner.
23. The District reserves the right to stop work if the Owner or those working for the Owner breach any term of this Agreement, fail to adhere to applicable bylaws, fail to operate in a manner that is satisfactory to the District, or, if in the opinion of the District, are endangering the health or safety of workers, the public, or the environment.
24. On or before the completion of the works, the Owner shall prepare, execute and register in the Land Title Office, each for consideration from the District of two (\$2.00) dollars, the covenants, easements, rights of way, releases and any other Land Title Office documents and plans the District considers necessary for the operations of the works by the District.
25. The Owner acknowledges that completion of the works includes registration of the documents and plans referred to in this Agreement.
26. The Owner shall indemnify and save harmless the District, its officers, employees, Council members, contractors and agents against all damages, costs, losses or expenses incurred by the District as a result of the Owner's breach of this Agreement or damage to any property during the construction or provision of the Development, against all expenses and costs which may be incurred by reason of liens, non-payment of labour or materials, Workers Compensation assessments, employment insurance, Federal or Provincial tax or unions dues check off, and from any claims, actions or proceedings brought or alleged by any person relating to the construction or provisions, maintenance or repair of the works by the Owner. This indemnity shall survive any termination of this Agreement in relation to any matter arising while this Agreement is in effect.
27. In consideration of due and proper performance by the Owner of his covenants herein contained, subject to the Bylaw and District issuance of a Permit to Construct within the Right of Way, if applicable, the District covenants and agrees to permit the Owner to carry out and perform the work.
28. Any demand or notice required or permitted to be given under the provisions of this Agreement must be in writing and may be given by mailing such notice by prepaid registered post to the party concerned at the address for such party first above recited, and any such notice or demand mailed as aforesaid must be deemed to have been received by the party to whom it is addressed on the fourth business day after the date of posting thereof.

- 29. The Owner acknowledges and agrees that the works become the property of the District or the agency having jurisdiction free and clear of all encumbrances upon acceptance of a Certificate of Substantial Performance by the District Engineer. Notwithstanding the above, nothing herein contained must derogate from the obligation of the Owner to warrant and maintain the work for a period of eighteen (18) months following the date of substantial performance as aforesaid.
- 30. It is understood and agreed that the District makes no representations, covenants, warranties, guarantees, promises or agreements, oral or otherwise, with the Owner other than those contained in this Agreement.
- 31. The Owner's obligations under this Agreement shall not be assigned without the written consent of the District, which consent shall not be unreasonably withheld.
- 32. Wherever the singular or masculine is used herein, the same must be construed as meaning the plural, feminine, or body corporate or politic where the context or the parties so require.
- 33. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Subject to the terms of an approved assignment under this Agreement, the Owner's obligations under this Agreement shall continue in effect notwithstanding any transfer of title to all or part of the Lands.
- 34. Time is of the essence of this Agreement.
- 35. The Owner acknowledges having read and fully understood all the terms and conditions of this Agreement and confirms that this Agreement has been entered voluntarily.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the District of Lake Country, Province of British Columbia, the day and year above written.

DISTRICT OF LAKE COUNTRY

_____)	
Authorized Signatory)	
)	
OWNER)	Signed in the presence of:
)	
_____)	_____
Company Name (if applicable))	Witness Name
)	
_____)	_____
Print Name of Authorized Signatory)	Witness Signature
)	
_____)	_____
Owner Authorized Signature)	Witness Occupation
)	
_____)	
Owner Authorized Signature)	

APPENDIX A

Subdivision or Development Plan as submitted by the Owner to the Approving Officer and the District Engineer for approval.

APPENDIX B

Reviewed for Construction engineering plans initialed by each of the parties.

APPENDIX C

Letter of Credit