

STANDARD DEVELOPMENT AGREEMENT DOCUMENT  
FEE SIMPLE SUBDIVISIONS

THIS AGREEMENT made this      day of              A.D., 19\_.

BETWEEN: THE VILLAGE OF FRUITVALE, a body corporate, duly incorporated under the laws  
of the Province of British Columbia,  
having an office at 1930A Columbia Gardens Road, in the Village of Fruitvale, Province of British  
Columbia, V0G 1L0

(hereinafter called the "Village")

OF THE FIRST PART

AND:

(hereinafter called the "Owner")

OF THE SECOND PART

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 Village of Fruitvale, Province of British Columbia, and more particularly known and described as:

(hereinafter called the "Land");

B. The Owner wishes to subdivide the Land, or part thereof, in the manner shown on a Plan of Subdivision which has been submitted by the Owner to the Approving Officer of the Village for approval, a copy of which such plan is attached hereto as Schedule "One", and is hereinafter called the "Subdivision Plan";

C. The Owner is desirous of entering into this Agreement with the Village pursuant to the provisions of Section 991 of the Municipal Act, in order to obtain approval from the Approving Officer of the Subdivision Plan prior to completion of the construction and installation on the Land of all works and services required by the Village to be constructed and installed on the Land by the Owner.

## AGREEMENT, CONT'D

NOW THIS AGREEMENT WITNESSETH that 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:

"Work" shall be construed to mean and include all works, services, roads and any other improvement required to be constructed and erected or installed, both on and off the Land, by the Owner under provisions of this Agreement.

"Complete" or "Completion" or any variation of these words, when used with respect to the work referred to herein, shall mean completion of the work, or a part thereof as the context requires, in accordance with the provisions of this Agreement and to the satisfaction of the Village Engineer when so certified by him in writing.

"Village Engineer" shall mean the Village Engineer for the Village or his deputy.

"Approving Officer" shall mean the Approving Officer or his deputy as appointed by the Council of the Village.

"Contractor" shall mean and include contractors and sub-contractors employed by the Owner, directly or indirectly, in the construction and installation of the work.

2. The Owner covenants and agrees to construct and install on the Land and off-site as the case may be, in accordance with the plans and specifications initialled by each of the parties hereto for identification, the following work:

- (a) Drainage works and services;
- (b) Sewage works and services;
- (c) Water works and services;
- (d) Boulevards;
- (e) Curbs, gutters and sidewalks;
- (f) Highways and lanes;
- (g) Street lighting; and
- (h) Underground electrical, telephone and cablevision works;

Each of the parties hereto acknowledge having in its or his possession a true copy of the aforesaid plans and specifications (herein called the "Approved Engineering Plans"), and acknowledge and agree that the Approved Engineering Plans are hereby incorporated into and made part of this Agreement and are attached as Schedule "Two".

AGREEMENT, CONT'D

3. All work shall be carried out by the Owner or his contractors in accordance with the Approved Engineering Plans, and in accordance with the provisions of the Subdivision and Development Servicing Bylaw of the Village from time to time in force. Wherever the provisions of the plans and specifications and the said Subdivision Bylaw shall conflict, the Village Engineer shall determine and consent in writing the provisions which shall be enforced and constructed.
4. The cost of all work herein shall be borne by the Owner, and the Owner shall employ only bonded contractors to carry out and complete the work.
5. The Owner shall obtain and provide to the Village upon request and free of charge true copies of all contracts and sub-contracts entered into by the Owner or its contractors and relating to the work.
6. The decision of the Village 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.
7. As soon as the Owner is satisfied that he has caused the work to be completed, and prior to final approval, the Owner shall submit to the Village Engineer final as-built mylar drawings of all work constructed hereunder, sealed by a Professional Engineer. Where the as-built drawings have been completed using AUTOCADD or a similar computer drafting software, one copy of the diskette containing the as-built drawing files shall also be provided. Until the owner submits the final as-built mylar drawings, the Village will hold \$200 per sheet for drafting deficiencies.
8. The Owner shall cause all work herein to be carried out and completed not later than the \_\_\_\_ day of \_\_\_\_\_, 19\_\_ (hereinafter called the "Completion Date").
9. Prior to obtaining approval of the Subdivision by the Approving Officer, the Owner:
  - (a) Shall pay all arrears of property taxes chargeable against the Land by the Village; and
  - (b) Shall pay all current assessed property taxes levied against the Land by the Village.
10. The Owner further covenants and agrees to pay to the Village, prior to commencement of the subdivision, charges for the inspection of the works in the amount of \_\_\_\_\_, (\$ \_\_\_\_\_) (equal to 3% of the estimated cost of constructing utilities and roads required for the new subdivision as approved by the Village Engineer; or a minimum of \$500, whichever is greater plus the current Goods and Services Tax); and further, to pay when the same are billed by the Village, administration fees, engineering fees and legal costs incurred by the Village and relating to the Subdivision of the Land and construction and installation of the work, and the cost of connecting the work to the Village's drainage and sewage collection systems and, where applicable, the Village waterworks.

## AGREEMENT, CONT'D

11. Prior to approval of the Subdivision Plan by the Approving Officer, 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 Village an unconditional, irrevocable Letter of Credit drawn on a chartered bank in Canada for a term of not less than twelve (12) months, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), which is equal to One Hundred and Twenty-Five percent (125%) the cost of constructing and providing all of the work required to be constructed and installed by the Owner under the terms of this Agreement, as estimated by the Village Engineer, and containing such terms and provisions as may be required by the Village Engineer. The Owner agrees that if the work or any part thereof is not completed in accordance with the provisions of this Agreement and by the Completion Date, or if the Owner shall be in default of any of his covenants herein contained, and such default shall continue for a period of fourteen (14) days after notice thereof has been given by the Village to the Owner, the Village may call for and receive the funds secured by the Letter of Credit and the Village may complete the work at the cost of the Owner and deduct from any fund held by the Village as security hereunder, the cost of such completion, and the balance of the deposit, if any, shall be returned to the Owner less any administration fees required by the Village. If there is insufficient money on deposit with the Village under the Letter of Credit, then the Owner shall pay such deficiency to the Village immediately upon receipt of the Village's bill for completing the work. It is understood and agreed that the Village may do such work either by itself, or by contractors employed by the Village. Any bill rendered by the Village to the Owner under the provisions of this paragraph, shall be regarded as charges for work done or service provided under the provisions of Section 435 of the Municipal Act and may in addition to any other remedy available to the Village, be collected in the same manner and with the like remedies as ordinary taxes upon Land and improvements are collected under the said Act.

12. The Village will consent to reduction in the amount secured by the Letter of Credit, or cash, from time to time, and in accordance with the following:

- (a) The percentage of the credit reduction will be equal to the percentage of the cost of the work done and approved by the Village Engineer; and
- (b) No reduction will be allowed for any amount less than 10% of the total cost of the construction and installation of the work.
- (c) Notwithstanding (a) and (b) herein, the Village will not refund an amount whichever is the lessor of 10% of the total cost of the constructing and installing of the work or \$50,000.00 until the expiry of one (1) year following the full and final completion of all the work; and
- (d) Upon the expiry of the aforesaid one (1) year period, and provided that the Owner is not then in default under any of his covenants herein contained, and upon final approval of the work by the Village Engineer, the Village will as soon as possible, reduce the remaining security to zero (nil).

## AGREEMENT, CONT'D

13. The Owner covenants and agrees to indemnify and save harmless the Village and its servants, agents and employees from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought or made against the Village or its said servants, agents and employees, resulting directly or indirectly from the construction or installation of the work.
14. In consideration of due and proper performance by the Owner of his covenants herein contained, the Village covenants and agrees to permit the Owner to carry out and perform the work.
15. Any demand or notice required or permitted to be given under the provisions of this agreement shall 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 shall be deemed to have been received by the party to whom it is addressed on the second business day after the date of posting thereof.
16. The Owner acknowledges and agrees that immediately upon issuance by the Village Engineer of his certification stating that the work has been completed, all right, title and interest in and to the work shall immediately pass to and vest in the Village, but nothing herein contained shall derogate from the obligation of the Owner to maintain the work for a period of one (1) year following completion as aforesaid.
17. It is understood and agreed that the Village has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Contract.
18. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
19. This Agreement and the terms, covenants and conditions herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

AGREEMENT, CONT'D

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the Village of Fruitvale, Province of British Columbia, the day and year first above written.

THE CORPORATION OF  
THE VILLAGE OF FRUITVALE)

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Mayor: ) C/S

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Clerk: )

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Owner: ) (if a corporation)

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Owner: )