



AGREEMENT FOR CONSTRUCTION OF SUBDIVISION SERVICES

THIS AGREEMENT made the _____ day of _____, 20 ____.

BETWEEN:

District of Highlands
1980 Millstream Road
Victoria, BC V9B 6H1

(the "District")

OF THE FIRST PART

AND:

Name

Address

(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner of, and proposes to subdivide land located within the District of Highlands and described as:

Legal Description of the "Lands"

- B. In order to subdivide the Lands in conformity with the proposed subdivision plan attached as Schedule "A" to the agreement, the Owner is required to construct and install certain works and services as described in Schedule "B" (the "secured services") within or in the vicinity of the Lands;

- C. This Owner has requested approval of the subdivision of the Lands prior to construction and installation of the secured services and the District has agreed to accept security for completion of the secured services in accordance with this agreement.

NOW THEREFORE pursuant to Section 940 of the *Local Government Act* and in consideration of the terms of this agreement and the sum of \$10.00 now paid by each party to the other, the District and the Owner agree as follows:

1. The estimated cost of completing the secured services, including construction costs, engineering fees, administrative costs and contingency allowances, is \$ _____.
2. The Owner has paid the amount of \$ _____ (the "Security") to the District prior to execution of this agreement as security for the installation and construction of the secured services.
3. If the secured services have not been completed within one year from the date of this agreement, the Security shall be forfeited to the District for its use in accordance with the terms of this agreement.
4. If the secured services are not completed upon the expiry of one year from the date of this agreement:
 - (a) The District shall retain the Security and shall use the Security only for completion of the secured services. Without limitation, the District may employ the Security towards the design and construction of the secured services and other facilities necessary for development of the secured services.
 - (b) The District may invest the Security in its discretion and any interest on the Security shall be retained by the District and applied towards completion of the secured services.
 - (c) The District shall have discretion as to the timing and method of the completion of the secured services.
 - (d) The District shall have no obligation to the Owner to complete the secured services within any definite period and under no circumstances shall the Security or interest on the security be repaid to the Owner.
 - (e) For so long as the Owner owns the Lands, the Owner shall permit the District to enter and make use of the Lands without payment or compensation, as may be necessary or convenient for the completion of the secured services by the District.
5. Following forfeiture of the Security, the Owner shall have no further obligation to the District in respect to completion of the secured services, other than as set out in Section 4(e).
6. The Owner shall not represent to any person that the District is obligated to complete the secured services within any defined period.

7. If the secured services are completed within one year of the date of this agreement, the Security shall be returned to the Owner, without interest.
8. If the secured services are partially completed upon the expiry of one year from the date of this agreement, the District may retain a portion of the Security equivalent to the proportion of the secured services not completed, as estimated by the Approving Officer, and the terms of this agreement apply to the retained portion.

EXECUTED on behalf of the District and the Owner this _____ day of _____, 20_____.

THE CORPORATE SEAL of the)
 DISTRICT OF HIGHLANDS was)
 hereunto affixed in the)
 presence of:)

_____)

_____)

SEAL

SIGNED, SEALED AND DELIVERED)
 in the presence of:)

_____)
 Witness)

_____)
 Address)

_____)
 Occupation)

OWNER