

VILLAGE OF SLOCAN

BYLAW NO. 411

A BYLAW TO REGULATE
THE SUBDIVISION AND DEVELOPMENT OF LAND

**A BYLAW TO REGULATE THE SUBDIVISION AND DEVELOPMENT OF LAND WITHIN
THE VILLAGE OF SLOCAN**

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**A BYLAW TO REGULATE THE SUBDIVISION AND DEVELOPMENT OF LAND WITHIN
THE VILLAGE OF SLOCAN**

WHEREAS Sections 989, 990, 991, 992, 993, 994, 995 and 996 of the Municipal Act, Chapter 290 of the Revised Statutes of British Columbia 1979, as amended, empowers the Council to regulate the subdivision and development of land;

AND WHEREAS the Land Title Act, Chapter 219, Revised Statutes of British Columbia 1979, as amended, provides for the subdividing of land;

NOW THEREFORE the Council of the Village of Slocan, in open meeting assembled, hereby enacts as follows:

1. This Bylaw may be cited for all purposes as the "Sub-division and Development Bylaw No. 411, 1989", and further referred to as "this Bylaw".
2. In this Bylaw, unless the context otherwise requires, the provision and regulations of other Village Bylaws, as they from time to time exist, shall apply.
3. This Bylaw is divided into the following parts:
 - (a) Part I -- Interpretation
 - (b) Part II -- Subdivision of Land
 - (c) Part III -- Development of Land
 - (d) Part IV -- General
 - (e) Schedules

PART I
INTERPRETATION

1.1 PURPOSE

The purpose of this Bylaw is to regulate the subdivision of land, and to define the works and services required as a condition of issuance of a building permit.

1.2 DEFINITIONS

In this Bylaw, unless the context otherwise requires, the following words and phrases shall have the following meanings:

"Applicant" means a person applying for the approval of a subdivision whether as the owner of the property proposed to be subdivided or developed, or as agent for the owner and with the owner's permission.

"Approval, Final" means the Approving Officer's affixing his signature to the subdivision plan pursuant to Section 88 of the Land Title Act.

"Approval, Preliminary Layout" means written notification of a review of information presented to the Approving Officer previous to submission of a subdivision plan for final approval.

"Approving Officer" means any person duly authorized by the Municipal Council to act as Approving Officer pursuant to the provisions of the Land Title and Municipal Acts.

"Bare Land Strata Plan" means a strata plan on which the boundaries of the strata lots are defined on a horizontal plan by reference to survey markers and not by reference to the floors, walls and ceilings of a building;

"Bare Land Strata Regulations" means Bare Land Strata Regulations pursuant to the Condominium Act.

"Clerk" means Clerk of the Village.

"Community Sewer System" means a common sewer or a system of sewerage or sewage disposal within the meaning of Section 24 of the Health Act and meeting the requirements of the Pollution Control Act.

"Community Water System" means a system of waterworks which serves two or more parcels and which is owned, operated and maintained by an Improvement District under the Water Act or the Municipal Act, Council, or which is regulated under the Public Utilities Act.

"Council" means the Municipal Council of the Village of Slocan.

"Highway" means a street, road, lane, bridge, viaduct, and any other way open to the use of the public, but does not include a private right-of-way on private property.

"Lane" means a narrow highway which affords only a secondary means of access to a lot with a right-of-way width less than 10 metres, but is not a partial highway.

"Lot" means a parcel of land registered in the Land Title Office.

"Medical Health Officer" means the Medical Health Officer appointed pursuant to the Health Act.

"Natural Boundary" means the visible high-water mark of any lake, river, stream, or body of water where the presence and action of the water are so common and usual, and so long continued in ordinary years, as to mark upon the soil of the bed of the lake, river, stream, or other body of water a character distinct from that of the banks thereof, in respect to vegetation as well as in respect to the nature of soil itself.

"Owner" and "Registered Owner" where used in this Bylaw and in addition to its accepted meaning as set out in the Land Title Act, Chapter 219, R.S.B.C. 1979 as amended, includes an individual, an association, a partnership or an incorporated company or corporation and whenever the singular is used herein, it shall be construed as including the plural.

"Pan Handle Lot" means any lot which is serviced and gains highway frontage through the use of a narrow strip of land which is an integral part of the lot. Neglect the pan-handle in defining lot width.

"Parcel" means any lot, block or other area in which land is held or into which land is subdivided and for which a separate Certificate of Title might be issued.

"Potable Water" means water which is approved for drinking purposes by the Medical Health Officer in accordance with the Health Act.

"Professional Engineer" means a person who is registered to practice in the Province of British Columbia and duly licensed as such under the provisions of the Engineering Profession Act.

"Right-of-Way" means land or any interest of land acquired for the purpose of:

- (a) public rights of passage with or without vehicles; or
- (b) constructing, maintaining drains, ditches, pipes, transmission lines or wire for conveyance, transportation transmission of water, electric power, communication or further disposal of sewage; or
- (c) constructing, maintaining or operating any railway, street tramway or any right-of-way of a like nature or for any purpose necessary for the operation and maintenance of the undertaking;

"Roadway" means the portion of the highway that is improved, designed or ordinarily used for vehicular traffic.

"Slip" means the downward and outward movement of slope-forming materials composed of natural rock, soils, artificial fills, or combinations of these materials, which movement may proceed by any of three principal types of movement - falling, sliding, or flowing - or by their combinations.

"Street" means a public highway having a right-of-way width of ten metres or more.

"Subdivision" means the division of land or redivision of land into two or more parcels, whether by plan, abbreviated description, or metes and bounds description or otherwise, except that the words "subdivision plan" shall also include a plan consolidating two or more parcels into a single parcel.

"Subdivision and Development Standards" means the standards included as Schedule "F" of this Bylaw to regulate the design and construction of roads and utilities for the subdivision and development of land.

"Utility" means any watermain, sewer main, pipe line, power line, underground conduit or drainage facility.

"Village" means the Village of Slocan.

"Watercourse" means any natural or man-made depression with well-defined banks and a bed zero point six (0.6) metres or more below the surrounding land serving to give direction to a current of water at least six months of the year, or having a drainage area of two square kilometres or more upstream of the point of consideration, or as required by a designated official of the Ministry of Environment of the Province of British Columbia.

"Zone" means a zone established under Section 963 of the Municipal Act.

"Zoning Bylaw" means a bylaw governing the use of land adopted pursuant to the Municipal Act.

All other words, terms and expressions in this bylaw shall be understood and interpreted in accordance with their use in the Land Titles Act; Chapter 219, R.S.B.C. 1979, as amended or Municipal Act, Chapter 290, R.S.B.C. 1979, as amended.

PART II
SUBDIVISION OF LAND

2.1 SCOPE

- 2.1.1 No land shall be subdivided within the Village unless and until the subdivision has first received the approval of the Approving Officer.
- 2.1.2 The Approving Officer or such other person as he may designate, may enter at all reasonable times upon the land for which an application to subdivide has been made for the purpose of administering or enforcing this Bylaw.
- 2.1.3 The subdivision approval procedure of this Bylaw is briefly summarized as follows:
- (a) An application submitted by the owner for preliminary layout approval
 - (b) Approving Officer issues a preliminary layout approval
 - (c) Engineering drawings for all works and services, prepared by a Professional Engineer submitted by the owner for approval
 - (d) Approving Officer approves Engineering Drawings
 - (e) Construction of works and services, "as built" drawings submitted by the owner, and acceptance of the work by the Village, or the owner deposits a security with the Village and signs a Developers Agreement with the Village
 - (f) Legal survey posting on the ground and preparation of the legal survey plan of subdivision by a registered British Columbia land surveyor
 - (g) Legal Plan submitted by owner for final approval
 - (h) Approving Officer issues Final Approval
 - (i) Owner submits legal plans to the Land Title Office for registration
 - (j) Release of securities

2.2 DUTIES AND RESPONSIBILITIES OF APPROVING OFFICER

2.2.1 The Approving Officer shall:

- (1) maintain a permanent record of all subdivision applications submitted under this Bylaw;
- (2) approve or reject every application for the subdivision of land.

2.2.2 In considering an application before him for subdivision approval, the Approving Officer may hear objections from any interested persons.

2.2.3 Where improvements have been required, the Approving Officer shall satisfy himself that such improvements have been made in conformity with Village specifications and that the drawings of the complete improvements truly represent the improvements installed or adequate security has been made as required under this Bylaw.

2.2.4 The Approving Officer shall reject any application for approval of subdivision of any lands where such subdivision will:

- (1) injuriously affect the established amenities of adjoining or adjacent properties;
- (2) increase the general cost of public utilities or result in excessive cost to the Village to provide public utilities or other works and services;
- (3) be against the public interest and/or welfare;
- (4) reasonably be expected to be subject to flooding, erosion, land slip or avalanche;
- (5) result in a breach of or non-compliance with this bylaw, any other Village bylaw, Municipal Act or Land Title Act;
- (6) not suit the configuration of the land being subdivided;
- (7) not suit the intended use; or
- (8) make impractical the future subdivision of land within the proposed subdivision or of any adjacent land.

2.3 APPLICATION FOR PRELIMINARY LAYOUT APPROVAL

- 2.3.1 Every application for subdivision shall be made by the owner of the lands to be subdivided or his duly authorized agent, and shall contain the following information:
- (1) The name and postal address of the applicant, the full legal description and location of the lands to be subdivided;
 - (2) Four copies of a sketch plan drawn to a scale of not less than 1:1000, clearly indicating:
 - (a) the dimension of the land to be subdivided;
 - (b) the arrangement of the parcels of land and of the streets which will be created by the subdivision, including the widths of the proposed streets and the approximate dimensions of the proposed parcels of land;
 - (c) the relationship of the proposed subdivision to adjoining or adjacent streets and the connections of proposed new streets thereto;
 - (d) the scale of the plan and the direction of north thereon; and
 - (e) the anticipated use of the lands being subdivided;
 - (3) A certificate of approval from the Ministry of Health for lands not serviced by a sanitary sewer.
- 2.3.2 Where the parcels of land created by a proposed subdivision do not adjoin existing municipal services, the owner shall be required to submit to the Approving Officer a feasibility report prepared by a qualified engineer or other person acceptable to the Approving Officer setting out all improvements for servicing the parcels of land pursuant to the provisions of this Bylaw.
- 2.3.3 The Approving Officer shall examine the preliminary application and shall advise the applicant in writing within 60 days of the date of tender:

- (1) that the proposed subdivision shall be approved subject to the provisions contained in this Bylaw governing an application for final approval; or
- (2) that the proposed subdivision may be approved subject to such conditions or modifications as the Approving Officer may prescribe; or
- (3) that preliminary approval cannot be considered until the owner supplies to the Approving Officer such additional information or assurance as the Approving Officer shall require; or
- (4) that the proposed subdivision is refused, setting out the reasons for his decision.

2.3.4 Approval given to a preliminary application shall be known as Preliminary Layout Approval.

2.3.5 Preliminary layout approval shall not be construed as:

- (1) approval for land registration,
- (2) application for subdivision under Section 993 of the Municipal Act,
- (3) final approval of such subdivision, or
- (4) acceptance by the Municipality or its Approving Officer of anything except the general layout of the proposed subdivision and a list of minimum conditions which would be taken into consideration on an application for approval.

2.4 ADDITIONAL INFORMATION WHICH MAY BE REQUIRED

- 2.4.1 If the expressed or obvious intention of the application for approval involves the establishment of a boundary or boundaries in reconciliation with the existing buildings on the affected parcels or where the position of a proposed new boundary is controlled by the location of such buildings and in all cases where the proposed boundary establishment cannot be sufficiently identified on the ground by inspection, the Approving Officer may require the owner to produce a plan or sketch, verified by a Land Surveyor, showing the proposed new boundary or boundaries in relation to the affected parcels and to the buildings thereon.
- 2.4.2 The Approving Officer may require the owner to produce a plan or sketch, verified by a Land Surveyor, to show a:
- (1) building;
 - (2) structure;
 - (3) watercourse; or
 - (4) high bank
- which is located on the lands to be subdivided or adjacent lands. The sketch or plan will show the location in relation to the lot line of the parcel in which they are situate.
- 2.4.3 Where a proposed subdivision borders or contains a Controlled Access Highway as defined by the "Highway Act", the Approving Officer shall notify the Regional Engineer for the Ministry of Transportation and Highways of the proposal at the time of application for preliminary layout approval.
- 2.4.4 The Approving Officer may exempt, where a parcel of land fronts on a highway, a person proposing to subdivide land from any prescribed minimum frontage under this bylaw or from the limitation provided under Subsection (1) of Section 994 of the Municipal Act.

2.5 DESIGN AND CONSTRUCTION REQUIREMENTS

- 2.5.1 Lot size, width, depth, shape and orientation shall be appropriate for the location and contemplated use of the subdivision, shall conform to the following minimum requirements for the respective zones as listed in the Municipal Land Use Bylaw and amendments thereto.
- 2.5.2 Where any parcel is to be subdivided, all works and services to be provided shall be located and constructed as prescribed in Schedule "F", Subdivision and Development Standards, and at the sole expense of the owner including:
- (1) highways and widening of existing highways immediately adjacent to the subdivision and up to the centerline of the existing highway;
 - (2) street lighting;
 - (3) overhead wiring for power, telephone and cablevision;
 - (4) water distribution and fire hydrant system; and
 - (5) open ditch drainage collection and disposal system.
- 2.5.3 All new highways within the subdivision, including widening strips of existing highways, cul de sacs, lanes and walkways shall have the dimensions, locations, alignment and gradient all in accordance with Schedule "F", Subdivision and Development Standards:
- (1) the arrangement of streets shall conform in general alignment to any applicable municipal bylaw and the Official Community Plan;
 - (2) where a subdivision borders or contains a controlled access highway, as defined in the Highway Act, the Approving Officer shall withhold approval until it has first been approved by the Approving Officer for the rural area; and

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- (3) all structures encroaching upon, and obstructions of any kind to the free and uninterrupted use by the public of the full width and extent of all streets, lanes, walks, and utility easements shall be removed.
- 2.5.4 Where the Village operates a community water, or a drainage system, then the water distribution system, or drainage system required to be installed, shall be connected by trunk mains to the existing Village systems.
- 2.5.5 Notwithstanding the provisions of Section 2.5.4, where no connection is available to the Village water system or sewerage system to service the subdivision, each parcel to be created by the subdivision shall have:
- (1) a source of potable water having a minimum flow capacity as required by the Village; and
 - (2) a sewage disposal system approved by the Medical Health Officer.
- 2.5.6 Installation of any works and services required for a subdivision shall not commence until:
- (1) the Approving Officer has issued a Preliminary Layout Approval, and
 - (2) the Approving Officer has approved engineering drawings completed by a professional engineer showing all details of the required works and services. Drawings to be completed in accordance with Schedule "F", Subdivision and Development Standards.
- 2.5.7 The Approving Officer or his agent may inspect all construction and installation of all improvements authorized and upon completion of all such improvements and acceptance of same by the Approving Officer, the owner shall submit certified record (as-constructed) drawings consisting of one mylar sepia or other approved reproducible together with one print of the record (as-constructed) drawing showing the horizontal and vertical location of all improvements to the scale in Schedule "F", Subdivision and Development Standards.

2.6 PROVISION OF PARKING

The owner of land being subdivided shall provide parkland in accordance with Section 992 of the Municipal Act.

2.7 APPLICATION FOR FINAL APPROVAL

2.7.1 The final subdivision shall conform substantially to the approved preliminary plan, but the application for final approval need not necessarily cover the whole project in one application. If the subdivision project is submitted in sections, a separate application may be made covering each section.

2.7.2 Every application for final approval of a subdivision plan shall include:

(1) payment to the Village of all the Village's costs of connecting all utilities to serve the proposed subdivision;

(2) (a) notification from the Village that all taxes which have been assessed on and billed to the lands to be subdivided have been paid; or

(b) where taxes for the current period have not been billed, a deposit in the amount determined by the Approving Officer which shall be applied to the taxes when billed;

(3) all legal subdivision plans for all necessary easements, rights-of-way, or serviced lots required for deposit in the Land Title Office accompanied by six paper copies thereof to be retained by the Village, and one of the copies shall contain the following information:

(a) all existing property lines and streets to be cancelled by the proposed subdivision;

(b) all existing buildings, accurately located and identified in accordance with the new property lines;

(c) all utility and other easements and all rights-of-way whether existing or proposed;

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- (d) all existing sanitary sewers, storm sewers and watermains;
 - (e) the proposed use of each parcel of land to be created;
 - (f) all watercourses and water frontages;
 - (g) the names proposed for all streets; and
 - (h) additional information as may be required by the Approving Officer.

2.7.3 Where, upon lands which are the subject of a subdivision application, certain roads, services, utilities or other works are required to be constructed or have been constructed pursuant to the provisions of this bylaw, the owner of such lands or his duly authorized agent shall deliver to the Approving Officer at the time of application for a final approval of the subdivision plan the three sets of drawings as prescribed in Schedule "F", Subdivision and Development Standards.

2.8 APPROVING OFFICER'S DECISION

- 2.8.1 Within sixty days from the date on which an application is tendered for examination and final approval, or within sixty days from the furnishing by the applicant of such further information as the Approving Officer may require, including satisfactory evidence that all the relevant provisions of this bylaw have been duly complied with, the Approving Officer shall either approve or reject the proposed subdivision.
- 2.8.2 When any subdivision plan is approved, the Approving Officer shall sign and date the plan in the form provided on such plan under the provision of the Land Title Act. The subdivision plan approved shall be returned to the applicant less two paper copies which shall be retained for the use of the City.
- 2.8.3 Where approval is granted to any subdivision created without a plan, approval shall be attested by a certificate signed by the Approving Officer and dated.

- 2.8.4 The Approving Officer shall advise the applicant, in writing, the refusal of the subdivision application and shall return the unsigned subdivision plans, less two paper copies which shall be retained for the use of the Village.
- 2.8.5 Upon fulfillment by the owner or agent of all the requirements of this bylaw, the Approving Officer shall approve the subdivision plans for the purpose of deposit in the Land Title Office.

PART III
DEVELOPMENT OF LAND

3.1 SCOPE

3.1.1 As a condition of issuance of a building permit on the site being developed with no subdivision, or a subdivision under the "Condominium Act", the Municipality may require the owner to provide at his own expense, works and services which are attributable to the development.

3.2 WORKS AND SERVICES

3.2.1 The Municipality may require that the owner of the site being developed provide the following services:

- (1) paved access roads and parking areas;
- (2) domestic water service and fire hydrants with connection to the community water system;
- (3) domestic sanitary sewer collection with connection to the community sanitary sewer system or on site sewage disposal approved by the Medical Health Officer, and
- (4) drainage collection with connection to the community drainage system, or onsite disposal

3.2.2 The municipality may require that the owner of the site being developed provide improvements on that portion of the highway immediately adjacent to the site being developed, up to the centerline of the highway including:

- (1) highway improvements;
- (2) water system improvements;
- (3) sanitary sewer system improvements; and
- (4) drainage system improvements.

3.2.3 All works and services shall be indicated on a site servicing plan to be submitted as part of the application for a building permit. The site servicing plan will include the following:

- (1) the works and services required under section 3.2.1;
- (2) site drainage to show site grading, existing and post development land contours, method of onsite collection and method of disposal.

3.2.4 All works and services shall be designed and constructed in accordance with Schedule "F", Subdivision and Development Standards.

PART IV
GENERAL

4.1 SCOPE

- 4.1.1 The provisions of this Bylaw apply to the territorial area of the Village.
- 4.1.2 No person shall subdivide land in the Village contrary to the provisions of this Bylaw.

4.2 EXCESS OR EXTENDED SERVICE AND LATECOMER PAYMENTS

- 4.2.1 Pursuant to Section 990 of the Municipal Act, the Village may require that the owner of land being subdivided provide excess or extended services to provide access to or serve land other than that being subdivided.

4.3 COMPLETION OF WORKS AND SERVICES

- 4.3.1 All works and services required to be constructed for the subdivision or development shall be constructed and installed to the standards prescribed in Schedule "F", Subdivision and Development Standards before the Approving Officer approves the subdivision or building inspector issues a permit, unless the owner of the land:
 - (1) deposits with the Village a security in the form prescribed in Section 4.3.2; and
 - (2) enters into an agreement with the Village in the form of a Developer's Agreement annexed as Schedule A which is attached to and forms part of this Bylaw
- 4.3.2 The security required in Section 4.3.1 shall be cash or irrevocable letter of credit in the form prescribed in Schedule B which is attached to and form part of this Bylaw. The security shall be in the amount of 110 percent of the cost of engineering, construction, installation and completion of the works and services as estimated by the Approving Officer.

4.4 OWNERSHIP

- 4.4.1 All works and services constructed for the subdivision, or to the land to be developed under this part shall become the property of the Village, free and clear of all encumbrances after:

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- (1) acceptance by the Village;
 - (2) final approval of the Approving Officer and;
 - (3) registration of the approved plan and rights-of-way with the Land Title Office

4.5 GENERAL PROVISIONS

- 4.5.1 Any person who violates any of the provisions of this bylaw shall, upon summary conviction, be liable to a penalty as determined by the Court.
- 4.5.2 Should any person fail to do anything required to be done by them pursuant to this Bylaw the Council may direct that such thing be done at the expense of the person in default and all costs to be recovered under the cash bond, the Irrevocable Letter of Credit or levied as a tax upon the lands subdivided or developed.
- 4.5.3 The owner of lands to be subdivided or developed shall indemnify and save harmless the Village against:
 - (1) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of the said works;
 - (2) all expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by the Village or which the Village by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain; and
 - (3) all expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, workers' compensation assessments, unemployment insurance, federal or provincial tax, checkoff and for encroachments owing to mistakes in survey.
- 4.5.4 Upon completion of the work the owner shall remove from his property and from all public and private property, at his own expense, all materials, supplies, equipment, temporary structures, and debris resulting from his operations.

ADOPTION OF BYLAW

READ A FIRST TIME BY THE MUNICIPAL COUNCIL THIS 21ST DAY OF JUNE

READ A SECOND TIME BY THE MUNICIPAL COUNCIL THIS 21ST DAY OF JUNE

READ A THIRD TIME BY THE MUNICIPAL COUNCIL THIS 21ST DAY OF JUNE

RECONSIDERED AND FINALLY ADOPTED THIS 23RD DAY JUNE , 1989

Hildebrand
CLERK

MAYOR

I HEREBY certify that the foregoing is a true and correct copy of
Bylaw No. 411.

SCHEDULES

DEVELOPER'S AGREEMENT

THIS AGREEMENT made the _____ day of _____, A.D., 19__.

BETWEEN:

VILLAGE OF SLOCAN
a municipal corporation having its place of
business in the Village of Slocan, Province
of British Columbia

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the Developer desires to develop certain lands within the Municipality more particularly known and described as:

(hereinafter called the "Land")

AND WHEREAS the Developer is required to construct certain roads and other works and services within the Land and to subdivide the Land according to a plan of subdivision (hereinafter called the "Development") a copy of which is hereunto annexed as Schedule "A";

AND WHEREAS the Developer has requested approval of the Development prior to the construction and installation of the works and is agreeable to entering into this bonding agreement pursuant to Section 711 (9) of the Municipal Act and to deposit the Bond herein specified;

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and in consideration of the agreement by the Municipality to permit the Development, and in consideration of the approval of the subdivision plan prior to completion of the construction of the works, the Municipality and the Developer herein covenant and agree as follows:

1. In this Agreement unless the context otherwise requires:

Complete or Completion or any variation of these words when used with respect to the Development shall mean COMPLETION TO THE SATISFACTION OF THE MUNICIPAL ENGINEER when so certified by him in writing.

Contract means this Agreement.

Municipal Engineer means and includes the Engineer of the Municipality appointed as such by the Municipal Council or such other person as may, from time to time, be duly authorized to act in his stead by the Municipal Council or the Municipal Engineer.

Municipal Planner shall be construed to mean and include the Planner of the Municipality appointed as such by the Municipal Council or such other person as may, from time to time, be duly authorized to act in his stead by the Municipal Council or the Municipal Planner.

Development means the works and services to be performed and constructed by the Developer as required by the Subdivision Control Bylaw of the Municipality in relation to the subdivision set out in Schedule "A" hereto.

2. The Developer shall complete the Development herein specified, as more particularly described in Schedule "A" hereto (herein called the "Works") to the satisfaction of the Municipal Engineer by the _____ day of 19 ____ .
3. As security for the due and proper performance of all of the covenants and agreements in this Contract contained and the Development contemplated, the Developer has deposited with the Municipality:
 - a) Cash or a certified cheque in the amount of _____ as a Bond within the meaning of Section 991 of the Municipal Act (hereinafter called the "Bond")

OR

- b) An Irrevocable Letter of Credit in the form attached as "B" in an amount of _____ bearing even date herewith, a copy of which is attached hereto, (hereinafter called the "Bond") to be valid for a period of twelve (12) months from the date hereof, **PROVIDED, HOWEVER,** that the Municipality shall be at liberty to make demand on the said Letter of Credit at any time after the date hereof with the Developer being entitled to renew this Agreement as hereinafter provided if such Letter of Credit shall not have been demanded upon in the manner hereinafter provided and provided also that the amount of such Bond may be reduced at any time with approval of the Municipality in writing over the hand of the Approving Officer of the Municipality.

NOTE: Clause (a) or (b) should be deleted if not applicable.

4. The Developer agrees that if the Works are not completed pursuant to paragraph 2 hereof, the Municipality may complete the Works, at the cost of the Developer, and for that purpose may draw upon the Bond the full amount of such Bond and should there be insufficient monies contained in the Bond the Developer shall pay the balance of such insufficiency forthwith upon invoice therefor or should the Developer complete the works or should the completion of the Works cost less than the amount of the Bond then the Bond or such part thereof shall be returned by the Municipality to the Developer. The cost of the Works shall include the actual cost of construction thereof plus engineering, supervision, legal, survey and other costs in connection therewith together with an administration fee of ten percent (10%) of such cost which shall be payable to the Municipality. It is understood that the Municipality may do such work either by itself or by contractors employed by it.
5. The Developer shall complete the Development and shall grant all necessary rights-of-way as shown on the plans and specifications attached hereto as may be required by the Municipality. The Works shall be to the standards required by the Subdivision and Development Bylaw of the Municipality and to the approval of the Municipal Engineer. Should such Works prove to be in any way defective or not operate then the Developer shall, at the expense of the Developer, modify and reconstruct the Works so that they shall be fully operative and function to the satisfaction of the Municipal Engineer. Such satisfaction to be indicated by a Certificate of Completion signed by the Municipal Engineer.

6. The Developer covenants and agrees to comply with the provisions of all Municipal Bylaws throughout the construction of the Development. In the event that any material or debris should be left upon any road after the construction of the Development, the Developer covenants and agrees that the Municipality may forthwith remove such material or debris at the expense of the Developer, the cost of such removal to be determined by the Municipal Engineer. In the event that any invoice of the Municipality, for the removal of such material or debris, shall remain unpaid after thirty (30) days of receipt of the same by the Developer, the Municipality is authorized to deduct the amount of such invoice from the Bond referred to in paragraph 3 hereof.
7. The Developer shall, at all times in connection with the Development, keep and employ a competent general superintendent with the authority to act on behalf of the Developer and capable of speaking, reading and writing the English language and any explanations, orders, instructions, directions and requests given by the Municipality to such superintendent shall be held to have been given to the Developer.
8. The Developer covenants and agrees to comply with any changes in subdivision requirements or standards established by Bylaw prior to the substantial commencement upon the said lands of the Development contemplated by this Agreement.
9. The Developer covenants and agrees to:
 - a) Maintain any works to be built pursuant to this Agreement to complete repair for a period of one (1) year from completion thereof as certified by the Municipal Engineer.
 - b) Remedy any defects appearing within a period of one (1) year from the date of such completion of such Works and pay for any damage to other work or property resulting therefrom save and except for defects caused by reasonable wear and tear, negligence of the Municipality, its servants or agents, or acts of God or by vandalism proven to have been committed after the date of completion.
 - c) Leave with the Municipality for a period of one (1) year from completion of the Development, as certified by the Municipal Engineer, the sum of _____ Dollars (\$ _____) for which the Bond shall be security. Should the Developer fail to maintain the said Works, remedy any defect or pay for any damage resulting therefrom, the Municipality may deduct the cost of completing all Works, remedying any defect or paying the damage from the said Bond.

10. The Developer shall submit to the Municipality final as-built drawings on mylar transparencies of all services as constructed and as approved by the Municipal Engineer.
 - a) The Developer agrees to pay all arrears of taxes outstanding against the property herein described before the formal approval of any subdivision plans.
 - b) The Developer further undertakes to pay all current taxes levied or to be levied on the said lands on the basis and in accordance with the assessment and collector's roll entries.
 - c) In addition the cash deposit or Letter of Credit referred to in Paragraph 3 hereof, and the maintenance deposit referred to in Paragraph 9 hereof, the Developer agrees to pay to the Municipality all inspection fees, administration fees, engineering fees, non-refundable levies and charges and legal costs incurred by the Municipality directly attributable to this Agreement and the cost of connecting all utilities to service the Development contemplated by this Agreement.
11. The Developer covenants to save harmless and effectually indemnify the Municipality against:
 - a) All actions and proceeding costs, damages, expenses, claims and demands whatsoever and by whomever brought by reason of the Development.
 - b) All expenses and costs which may be incurred by reason of this Agreement resulting in damage to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain.
 - c) All expenses and costs which may be incurred by reason of liens or non-payment of labour or materials, Workers' Compensation assessments, unemployment insurance, Federal or Provincial Tax or check off.
12. The Municipality hereby covenants and agrees with the Developer to permit the Developer to perform all the said Works herein upon the terms and conditions herein contained.
13. The Municipality covenants and agrees that upon satisfactory completion by the Developer of all of the covenants and conditions in this Agreement, and without limiting the generality of the foregoing, including the maintenance of the said

Works constructed pursuant to this Agreement and keeping the same in complete repair for a period of one (1) year, to provide the Developer with a Certificate of Acceptance of the said Works, signed by the Municipal Engineer.

14. The Owner and Developer covenant and agree that the Municipality may withhold the granting of an occupancy permit for the occupancy or use of any building or part thereof, constructed upon the said lands until all of the Works herein have been completed to the satisfaction of the Municipal Engineer as evidenced by the Certificate of Completion provided to the Developer by the Municipal Engineer.
15. The Developer, upon the issuance of the Certificate of Acceptance of the said Works signed by the Municipal Engineer as provided in Section 13 above, shall assign, transfer and convey to the Municipality all of its right, title and interest in the said Works and any Lands upon or in which the Works are situate unless rights-of-way have otherwise been provided therefor and shall provide the Municipality with the rights-of-way required to accommodate the Works in the form as set out in Schedule "D" to the Subdivision and Development Bylaw of the Municipality and shall save harmless the Municipality from any and all account that may be due as a result of the construction of Works and from and after the date of such Certificate of Completion the Works shall belong to the Municipality, free and clear of all encumbrances and the Municipality shall not be required to maintain the same to any degree greater than it maintains works of a similar nature constructed by it out of the general revenue funds of the Municipality.
16. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements with the Developer other than those in this Agreement.
17. Wherever the singular or the masculine are used in this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.
18. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

IRREVOCABLE LETTER OF CREDIT

Date: _____

Bank of _____

Village of Slocan,
Slocan, B. C.

Dear Sirs:

At the request of _____ (Developer)
we hereby establish in your favour our irrevocable credit for a sum
not exceeding _____ Dollars (\$ _____).

This credit shall be available to you by sight drafts drawn on the
Bank of _____, _____ (Address),
_____, B. C. when supported by your written demand for payment
made upon on us.

This Letter of Credit is required in connection with an undertaking
by the Developer to perform certain works and services required by
you.

We specifically undertake not to recognize any notice of dishonour of
any sight draft that you shall present to us for payment under this
Letter of Credit.

You may make partial drawings or full drawings at any time.

We shall honour your demand without enquiring whether you have a
right as between yourself and our Customer.

If you have not demanded on this Letter of Credit in full by
_____ (Expiry Date) it will be considered cancelled
unless other arrangements or a renewal have been made with the Bank
prior to the aforementioned date.

IRREVOCABLE LETTER OF CREDIT

Our reference for this Letter of Credit is the Bank of _____
_____, (Address) _____,
B. C., Letter of Credit No. _____.

Bank of _____

The Developer hereby specifically agrees that it shall not take any action to dispute the validity of this Letter of Credit unless it shall have expired prior to demand.

We hereby agree to indemnify the Bank of _____, against any costs or actions relative to the above. We also authorize the Bank of _____ to make such payment as may be necessary and debit our account.

(Developer)

RELEASE FORM

Village File No. _____

Description of Works: _____

Contractor: _____

FULL AND FINAL RELEASE SUBSEQUENT TO _____ CONSTRUCTION

I/WE _____

of _____

hereby declare and affirm that we are the owners of the hereinafter described property, that we have inspected the works and alterations that have been made to our property at

by _____

and that we are satisfied with the restoration that has been performed in all respects, and hereby release the Village of Slocan from any further claim for compensation or settlement. It is understood that no verbal agreements or arrangements have been made with any employee of the Village of Slocan or any contractor working for them.

In Witness Whereof, having first read this Release, and with full knowledge and understanding that the same is final and irrevocable, we have set our hands thereto, this _____ day of _____.

Witness

RIGHT-OF-WAY

THIS INDENTURE made this day of , A.D., 19__.

BETWEEN:

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

VILLAGE OF SLOCAN

a municipal corporation having its place of business in the Village of Slocan, Province

of British Columbia

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner or is entitled to become the registered owner of an estate in fee simple of ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Village of Slocan, in the Province of British Columbia and being more particularly known and described as:

(hereinafter called the "Lands of the Grantor")

AND WHEREAS to facilitate the installation of a system of sewerage works, and/or waterworks, and/or drainage works, and/or gas works including all pipes, valves, fittings and facilities in connection therewith and/or hydro electric works including all wires, poles, conduits and other facilities in connection therewith:

(hereinafter called the "Works")

The Grantor has agreed to permit the construction by the Grantee of the aforementioned works on a portion of the said Land and to grant for that purpose the right-of-way hereinafter described:

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of _____ Dollars (\$ _____) of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions hereinafter contained to be observed and performed by the Grantee and for other valuable consideration:

1.0 THE GRANTOR DOTH HEREBY:

1.1 Grant, convey, confirm and transfer, in perpetuity, unto the Grantee the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across that part of the land of the Grantor as shown outlined in red on Right-of-Way Plan Number _____.

(hereinafter called the "Perpetual Right-of-Way")

1.2 Covenant and agree to and with the Grantee that for the purposes aforesaid and upon, over, under and across the Perpetual Right-of-Way the Grantee shall for itself and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment, and materials be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings or obstructions now or hereafter in existence, as may be necessary, useful, or convenient in connection with the operations of the Grantee in relation to the Works.

1.3 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials the right at all reasonable times to enter upon and to pass and repass over such of the Lands of the Grantor as may reasonably be required for the purpose of ingress to and egress from the Perpetual Right-of-Way.

1.4 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials for a period of _____ days only from the date of this Agreement, the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to enter upon, pass and repass, clear, layout, and use for the purpose of ingress and egress to and from the Perpetual Right-of-Way and for the purpose of storing machinery, vehicles, equipment, material or supplies used or to be used in connection with the construction of the Works herein described, and for the purpose of placing or storing the surface or subsurface material to be excavated from the Perpetual Right-of-Way upon and over, but not under that part or parts of the Lands of the Grantor, shown outlined in green on Right-of-Way Plan Number _____.

(hereinafter called the "Working Right-of-Way")

Provided always, and it is hereby agreed that nothing herein contained shall permit the Grantee to dig, trench or otherwise disturb the subsurface of the Working Right-of-Way and the Grantee shall only clear such trees and growth and interfere and disturb the surface of the Working Right-of-Way in a manner that is reasonably necessary in the conduct of its operations thereon.

2.0 **THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE, as follows:**

2.1 That the Grantor will not, nor permit any other person to erect, place, install or maintain any building, structure, mobile home, concrete driveway or patio, pipe, wire or other conduit on, over or under any portion of the Perpetual Right-of-Way so that it in any way interferes with or damages or prevents access to, or is likely to cause harm to Works authorized hereby to be installed in or upon the Perpetual Right-of-Way.

2.2 That the Grantor will not do nor knowingly permit to be done any act or thing which will interfere with or injure the said Works and in particular will not carry out any blasting on or adjacent to the Perpetual Right-of-Way without the consent in writing of the Grantee, provided that such consent shall not be unreasonably withheld.

- 2.3 That the Grantor will not substantially diminish the soil cover over any of the Works installed in the Perpetual Right-of-Way and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Works installed in the Perpetual Right-of-Way.
- 2.4 That the Grantor will from time to time and at all times upon every reasonable request and at the cost of the Grantee do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the rights hereby granted.
- 3.0 **THE GRANTEE HEREBY COVENANTS TO AND AGREES WITH THE GRANTOR, as follows:**
- 3.1 That the Grantee will not bury any debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds.
- 3.2 That the Grantee will thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Grantee and will leave such lands in a neat and clean condition.
- 3.3 That the Grantee will, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the Lands of the Grantor, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such lands. **PROVIDED HOWEVER** that nothing herein contained shall require the Grantee to restore any trees or other surface growth but the Grantee shall leave such lands in a condition which will not inhibit natural regeneration of such growth.
- 3.4 That the Grantee will, as far as reasonably possible, carry out all work in a proper and workman like manner so as to do as little injury to the Lands of the Grantor as possible.
- 3.5 That the Grantee will make good at its own expense all damage or disturbance which may be caused to the surface soil of the Lands of the Grantor in the exercise of its rights hereunder.
- 3.6 That the Grantee will, as far as reasonably possible, restore any fences, lawns, flower beds, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Grantee upon the Lands.

- 4.0 **THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER, as follows:**
- 4.1 The said Works referred to above, together with all pipes, valves, conduits, wires, casings, fittings, lines, meters, appliances, facilities, attachments or devices used in connection therewith shall constitute the Works.
- 4.2 Notwithstanding any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Perpetual Right-of-Way by the Grantee shall at all times remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee.
- 4.3 In the event that the Grantee abandons the Works or any part thereof the Grantee may, if it so elects, leave the whole or any part thereof in place.
- 4.4 That no part of the title in fee simple to the soil shall pass to or be vested in the Grantee under or by virtue of these presents and the Grantor may fully use and enjoy all of the Lands of the Grantor subject only to the rights and restrictions herein contained.
- 4.5 That the covenants herein contained shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands of the Grantor, and with respect only to that portion of the Lands of the Grantor of which the Grantor shall be seised or in which he shall have an interest, but that the Lands of the Grantor, nevertheless, be and remain at all times charged therewith.
- 4.6 If at the date hereof the Grantor is not the sole registered owner of the Lands of the Grantor, this Agreement shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall acquire a greater of the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests.
- 4.7 Where the expression "Grantor" includes more than one person, all covenants herein on the part of the Grantor shall be construed as being several as well as joint.

4.8 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the date hereinafter appearing.

SIGNED, SEALED AND DELIVERED)
 by the Grantor this)
 day of 19__)
 in the presence of:)
)
)
 Name: _____)
)
 Address: _____)
)
 City: _____)
)
 Occupation: _____)
 (as to all signatures of Grantor))

THE CORPORATE SEAL OF THE GRANTOR)
 was hereunto affixed this)
 day of 19__)
 in the presence of:)
)
)
 _____)
 _____)

THE CORPORATE SEAL OF THE VILLAGE OF)
 SLOCAN was hereunto affixed)
 this day of 19__)
 in the presence of:)
)
)
 _____)
 Mayor)
)
 _____)
 Clerk)

CONSENT TO GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS that _____ is
 the registered holder of a charge by way of _____
 against the within described property which said charge is registered
 in the Land Title Office, _____ under number(s)
 _____, for an in consideration of the sum of One
 Dollar (\$1.00) paid by the Grantor to the said Chargeholder (the
 receipt whereof is hereby acknowledged), agrees with the Grantor, its
 successors and assigns, that the within Right-of-Way shall be an
 encumbrance upon the within described property inpriority to the said
 charge in the same manner and to the same effect as if it has been
 dated and registered prior to the said charge.

IN WITNESS WHEREOF the parties hereto have caused these presents to
 be signed, sealed and delivered in the presence of or in the presence
 of its duly authorized officers this _____ day of
 _____, 19__.

THE CORPORATE SEAL OF THE GRANTOR)
 was hereunto affixed this)
 day of 19__)
 in the presence of:)
)
)
 _____)
 _____)

CERTIFICATE OF COMPLETION

Village File Number _____

DESCRIPTION OF WORKS

LEGAL DESCRIPTION

REMARKS

Certificate from Applicant's Engineer

Consulting Engineer

Completion of Engineering Services

Municipal Inspector

Releases

Municipal Solicitor

Record Drawings

Approving Officer

10% One Year Guarantee Amount

- Letter of Credit

- Certified Cheque

Approving Officer

Cash Bond for Unfinished Works
See Remarks

The requirements of the Village of _____ together with its procedures and standards having been met, the works constructed as a part of the subdivision are hereby accepted by the Village. The stipulated one year maintenance period commences at this date.

Dated

Approving Officer