

CONSTRUCTION LICENCE

THIS AGREEMENT dated for reference the ____ day of _____, 2016 is

BETWEEN:

CITY OF LANGFORD, a city incorporated under the *Local Government Act* having its offices at 2nd Floor, 877 Goldstream Avenue, Victoria, British Columbia V9B 2X8

(the “**City**”)

AND:

CAPITAL REGIONAL DISTRICT
625 Fisgard Street
Victoria BC V8W 1R7

(the “**CRD**”)

WHEREAS:

- A. The CRD is the registered owner in fee simple of all those lands in the City of Langford, British Columbia, and legally described as:

PID: 005-493-056

Lot 3, Section 26, Goldstream District Plan 8956

And

PID: 005-493-030

Lot 2, Section 4, Goldstream District Plan 8956

(collectively, the “**Lands**”);

- B. The CRD has, at the request of the City, and subject to approval of the CRD Board, agreed to dedicate the Lands as highway under section 107 of the *Land Title Act*, pursuant to a Road Dedication Agreement dated for reference December __, 2016 (the “Road Dedication Agreement”);
- C. The City wishes to enter the Lands prior to their dedication as highway pursuant to the Road Dedication Agreement for the purposes of carrying out the following work (the “Work”):

- a. Decommissioning by filling or removal of the abandoned Capital Regional District watermain within the Lands (the **“Water Pipe”**) and capping of the remaining ends of the Water Pipe; and
 - b. Construction of improvements in the nature of a paved public highway, including blasting, clearing, grubbing and grading, paving, line painting, and landscaping;
- D. The CRD has agreed to grant the City a licence to enter the Lands for the purposes of the Work on the terms and conditions set out in this agreement (the **“Agreement”**).

NOW THEREFORE in consideration of the sum of one dollar (\$1.00) now paid by the City to the CRD, the receipt and sufficiency of which are hereby acknowledged by the CRD, the parties agree as follows:

- 1. The CRD grants to the City and its contractors, agents and employees a license to enter on and use the Lands for the purposes of the Work.
- 2. The City acknowledges and agrees that the City’s right to use the Lands under this Agreement is on an as-is basis and condition, and the CRD makes no representations or warranties as to the suitability of the Land for the City’s intended or any other use.
- 3. The City will indemnify and hold harmless the CRD from and against any and all claims, demands, awards, actions, proceedings, damages, losses, costs and expenses which the CRD may at any time incur or suffer as a result of:
 - a. Any injury (including environmental) or death to persons or loss of, or damage to, property of the CRD or others which is caused by the use or occupancy of the Lands by the City, its contractors, agents and employees;
 - b. Any liens, attachments, charges or other encumbrances or claims upon or in respect of the Lands arising from the use or occupancy of the Lands by the City.
- 4. For purposes of this Agreement:
 - a. **“CSA Standard”** means the most current applicable standard or revision thereof published by the Canadian Standards Association at the time work is performed under this Agreement;
 - b. **“Professional Engineer”** means a professional engineer licensed to practice in British Columbia.
- 5. The City may, at its option, elect to decommission the Water Pipe by removal in accordance with section 6, or by filling in accordance with section 7.

6. If the City elects to decommission the Water Pipe by removing it from the Lands, the City must do all of the following:
 - a. remove the entirety of the Water Pipe from the Lands, up to the boundary of the Lands (and upon removal the Water Pipe shall be deemed the sole property of the City);
 - b. install a watertight cap at each end of the Water Pipe where it intersects the boundary of the Lands;
 - c. perform all work under the supervision of a Professional Engineer; and
 - d. provide the CRD with a certificate sealed by a Professional Engineer, certifying that the removal of the Water Pipe has been carried out correctly in accordance with this Agreement and good engineering practice.
7. If the City elects to decommission the Water Pipe by filling it, the City must do all of the following:
 - a. fill the entirety of the Water Pipe on the Lands with control density fill (“CDF”), up to the boundary of the Lands, in accordance with the following:
 - i. the CDF must be manufactured and placed in accordance with the CSA Standard;
 - ii. the CDF must have a maximum unconfined compressive strength of 0.5 megapascals at 28 days;
 - iii. the CDF must not have a cement content greater than 25 kilograms per cubic metre;
 - b. perform all work under the supervision of a Professional Engineer; and
 - c. provide the CRD with a certificate sealed by a Professional Engineer, certifying that the filling of the Water Pipe has been carried out correctly in accordance with this Agreement and good engineering practice.
8. The City will ensure that its contractors, agents and employees:
 - a. carry out the Work in a good and workmanlike manner, in order to cause no unnecessary damage or disturbance to the CRD or the Lands.
 - b. not use the Lands for any purposes other than those specifically set out in this Agreement;

- c. exercise its rights under this Agreement in accordance with all applicable bylaws and other regulations and in accordance with Provincial and Federal legislation;
 - d. not bury, without the prior written consent of the CRD, rubbish or construction debris;
 - e. remove temporary shoring and temporary structures as construction proceeds;
 - f. maintain and restore the natural drainage of the Lands where possible;
 - g. contact the CRD not less than two (2) business days in advance of completing any work on the Water Pipe; and
 - h. maintain recreation signage for the CRD's public trail throughout the performance of the Work.
9. The City will be solely responsible for maintenance and repair of the Work at its cost until completion of the dedication of the Lands as highway pursuant to the Road Dedication Agreement.
 10. All of the Work under this Agreement shall be carried out at the sole cost of the City.
 11. The City will add the CRD as an additional named insured on its relevant insurance policies and will maintain sufficient insurance coverage during the term of this Agreement and the performance of the Work.
 12. As between the parties to this agreement, the CRD retains the undersurface rights to the Lands during construction and the rights to any subsurface materials discovered remain with the CRD.
 13. In the event that any Heritage Object is discovered in the Lands, or in the event that the Lands become a Heritage Site (both as defined in the *Heritage Conservation Act*, RSBC 1996, c. 187) during the course of the Work, the City will be responsible for ensuring that appropriate steps are taken under the *Heritage Conservation Act*.

14. This Agreement shall terminate upon the completion of the dedication of the Lands as highway pursuant to the Road Dedication Agreement, but the indemnity provided under section 3 of this Agreement shall survive such termination and shall continue for the benefit of the CRD.

As evidence of their agreement to be bound by the above terms, the City and the CRD each have executed this Agreement on the respective dates written below:

The Corporate Seal of the CITY OF)	
LANGFORD was hereunto affixed in the)	
presence of:)	
)	
_____)	
Authorized Signatory)	
)	
_____)	C/S
Authorized Signatory)	

CAPITAL REGIONAL DISTRICT by its)
authorized signatories:)
)
_____)
Authorized Signatory)
)
_____)
Authorized Signatory)
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