

ROAD DEDICATION AGREEMENT

Appendix C

THIS AGREEMENT dated for reference the _____ day of December, 2016.

BETWEEN:

CITY OF LANGFORD

2nd Floor, 877 Goldstream Avenue
Victoria, BC V9B 2X8

(the "**City**")

OF THE FIRST PART

AND:

CAPITAL REGIONAL DISTRICT

625 Fisgard Street
Victoria, BC V8W 1R7

(the "**CRD**")

OF THE SECOND PART

WHEREAS:

A. The CRD is the registered owner in fee simple of lands 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 City has requested, and the CRD has agreed, subject to the terms and conditions set out in this agreement (the "**Agreement**"), to dedicate the Lands as highway under section 107 of the *Land Title Act*;

C. The CRD has granted a licence to the City to enter the Lands and perform certain work prior to the dedication of the Lands as highway, and the City has agreed to perform certain work, including the decommissioning by removal or filling of an abandoned watermain (the "**Water Pipe**") within the Lands, pursuant to a Construction Licence agreement dated for reference December ____, 2016 (the "**Construction Licence**");

- D. The CRD agrees to dedicate the Lands as highway on the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of ONE DOLLAR (\$1.00) now paid by the City to the CRD, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the CRD hereby agree as follows:

1. DEDICATION

- 1.1. For purposes of this Agreement:

1.1.1. “**Closing Date**” means a date that is not later than 30 days following the date upon which the conditions precedent set out in section ___ have been satisfied;

1.1.2. “**Lands**” includes the Water Pipe, if the City elects to decommission the Water Pipe by filling in accordance with the Construction Licence.

- 1.2. The CRD shall dedicate the Lands as highway on the Closing Date pursuant to section 107 of the *Land Title Act*.
- 1.3. Except as provided in section 1.5, the City will pay all survey costs, registration charges and other costs associated with the completion of the transactions contemplated in this Agreement.
- 1.4. The City shall pay any Goods and Services Tax (“**GST**”) associated with the dedication of the Lands as highway. The City shall, on or before the Closing Date, provide to the CRD a certificate, satisfactory to the CRD, acting reasonably, and signed by a duly authorized representative of the City, providing that the City is registered for GST purposes, stating its registration number, and certifying that the City will self-assess and account directly to the Canada Revenue Agency for any GST payable.
- 1.5. Each party shall pay its own legal fees in respect of the transactions contemplated in this Agreement.

2. FUTURE HIGHWAY CLOSURE

- 2.1 If the City closes the Lands, and upon the request of the CRD for a Statutory Right of Way for future waterworks, the City covenants and agrees, at its sole cost and expense to:
- (a) Promptly grant the CRD a Statutory Right of Way over the Lands; and
- (b) Register a Statutory Right of Way prior to transferring or leasing all or part of the Lands to a third party.

3. DELIVERY OF CONVEYANCING DOCUMENTS AND CLOSING

- 3.1. The City shall deliver the application to deposit the reference plan dedicating the Lands as highway, along with such other documents as may be reasonably necessary to complete the transactions contemplated in this Agreement (the “**Closing Documents**”) to the CRD not less than five (5) days before the Closing Date, and the CRD shall return the executed Closing Documents to the City not less than two (2) days before the Closing Date.

4. CONDITIONS PRECEDENT

- 4.1. The obligation of the CRD to dedicate the Lands as highway on the Closing Date is subject to the following conditions precedent:
- 4.1.1. subject to approval of the dedication of the Lands as highway by the Board of the CRD; and
- 4.1.2. subject to completion of the decommissioning of the Water Pipe by the City in accordance with the Construction Licence.
- 4.2. If the conditions precedent in section 3.1 are not satisfied or waived in writing on or before _____, 2017, this Agreement shall be null and void.

5. POSSESSION

- 5.1. The CRD shall deliver vacant possession of the Lands to the City at 12:00 noon on the Closing Date.

6. ADJUSTMENTS

- 6.1. The parties will make no adjustments with respect to real property taxes, utilities, rents and any other items normally adjusted between a vendor and purchaser on the sale of similar property.

7. RISK

- 7.1. The Lands shall be at the risk of the CRD until 12:00 noon on the Closing Date. From and after 12:00 noon on the Closing Date, the Lands shall be at the risk of the City.

8. REPRESENTATIONS

- 8.1. The City acknowledges and agrees with the CRD that:
- 8.1.1. the CRD and its elected and appointed officials, officers, employees, contractors, consultants and agents have made no representations, warranties, promises, conditions or agreements (collectively, “**Representations**”) and are making no Representations other than those expressly contained in this Agreement in respect to or in connection with

the Lands or their size, dimensions, state, conditions, environmental condition or impact, presence or absence of any substance or condition (whether hazardous or not), soil or water condition, usefulness, topography, divisibility, sustainability, use, legal access, purpose, services or zoning, or the presence or absence of any of the foregoing, or any other aspect, matter or thing whatsoever related to or in connection with the Lands or neighbouring lands;

8.1.2. the City is familiar with the Lands;

8.1.3. the City is accepting the Lands on an "as is where is" basis and, without limiting the generality of the foregoing, the City has and hereafter will continue to use its own due diligence, resources and independent investigations to satisfy itself on every aspect, thing and matter relating to or in connection with the Lands and neighbouring properties including, but not limited to current and past uses of the Lands and neighbouring properties;

8.1.4. the City waives any right to a site profile in respect of the Lands under the provisions of the *Environmental Management Act*.

9. TIME

9.1. Time is of the essence of this Agreement.

10. INTERPRETATION

10.1. Wherever the singular or masculine are used throughout this document, the same shall be construed as the plural or the feminine or neuter gender wherever the parties or the context so require. The headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

11. FURTHER ASSURANCES

11.1. Each of the parties shall, at the expense of the requesting party, execute and deliver all such further documents and do such further acts and things as the other party may reasonably request from time to time to give full effect to this Agreement.

12. NON-MERGER

12.1. None of the provisions of this Agreement shall merge in the dedication of the Lands as highway on the Closing Date, and the provisions of this Agreement shall survive the completion of the transactions contemplated herein.

13. AMENDMENT AND ASSIGNMENT

- 13.1. This Agreement may not be amended or assigned except by written agreement of the parties.

14. NO DEROGATION FROM STATUTORY POWERS

- 14.1. Nothing in this Agreement shall be interpreted as prejudicing or impairing either party in the exercise of any statutory legislative powers under the *Local Government Act*, the *Community Charter* or any other enactment all of which may be exercised as if this Agreement had not been executed. Provided that the foregoing shall not restrict or limit the rights and remedies of a party resulting or arising from a breach of this Agreement by the other party.

15. BINDING EFFECT

- 15.1. This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, and other legal representatives and, to the extent permitted in this Agreement, their respective successors and assigns.

16. ENTIRE AGREEMENT

- 16.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by all parties. This Agreement supersedes all prior agreements, memoranda, and negotiations between the parties.

17. COUNTERPART

- 17.1. This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

EXECUTED BY THE CITY OF LANGFORD at _____,
British Columbia, this _____ day of _____, 2016.

THE CITY OF LANGFORD by its)
authorized signatory(ies):)
)
)
_____)
Name:)
)
)
_____)
Name:)

EXECUTED BY THE CAPITAL REGIONAL DISTRICT at _____,
British Columbia, this _____ day of _____, 2016.

THE CAPITAL REGIONAL DISTRICT by its)
authorized signatory:)
)

Name:)
)

Name:)
)