

THIS AGREEMENT made the 7th day of MARCH, 2018

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
1229 Esquimalt Road
Esquimalt, British Columbia.
V9A 3P1

(the "TOWNSHIP")

OF THE FIRST PART

and

STAITE, MICHAEL J
832A OLD ESQUIMALT RD
ESQUIMALT BC V9A 4X1

(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner of, and proposes to build upon, land located within the Township of Esquimalt and described as:

**LOT 7 SECTION 11 ESQUIMALT DISTRICT PLAN VIP307
832 OLD ESQUIMALT ROAD**

(the "Lands")

In order to develop the Lands, the Owner is required to construct and install certain Works and Services as described in Schedule "A" (the "secured services") within or in the vicinity of the Lands;

- B. This Owner has requested issuance of the building permit prior to construction and installation of the secured services and the TOWNSHIP has agreed to accept security for completion of the secured services in accordance with this agreement.

NOW THEREFORE pursuant to Section 509 of the *Local Government Act* and in consideration of the terms of this agreement and the sum of \$1.00 now paid by each party to the other, the TOWNSHIP 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 \$54,983.26 TOTAL (without 120%).

2. The Owner has paid or deposited as security in the amount of **\$65,979.91 TOTAL with 120%** (the "Security") to the TOWNSHIP 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 nine months from the date of this agreement, the Security shall be forfeited to the TOWNSHIP for its use in accordance with the terms of this agreement.
4. If the secured services are not completed upon the expiry of nine months from the date of this agreement:
 - a) The TOWNSHIP shall retain the Security and shall use the Security only for completion of the secured services and related purposes. Without limitation, the TOWNSHIP may employ the Security towards the design and construction of the secured services and to trunk mains, pumping stations, reservoirs and other facilities necessary for development of the secured services.
 - b) The TOWNSHIP may invest the Security in its discretion and any interest on the Security shall be retained by the TOWNSHIP and applied towards completion of the secured services.
 - c) The TOWNSHIP shall have discretion as to the timing and method of the completion of the secured services.
 - d) The TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP.
5. The Owner shall be responsible for any costs incurred to complete the secured services that exceed the Security amount
6. The Owner shall not represent to any person that the TOWNSHIP is obligated to complete the secured services within any defined period.
7. If the secured services are completed within nine months 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 nine months from the date of this agreement, the TOWNSHIP may retain a portion of the Security equivalent to the proportion of the secured services not completed, as estimated by the Municipal Engineer, and the terms of this agreement apply to the retained portion.

SCHEDULE "A"

Secured Services

To the Agreement between the Corporation of the Township of Esquimalt

And

**STAITE, MICHAEL J
832A OLD ESQUIMALT RD
ESQUIMALT BC V9A 4X1**

**832 OLD ESQUIMALT ROAD
PID 000-150-037**

Secured Services

The works and services required are:

Works to be provided by Township of Esquimalt:

WFO	22m Curb, gutter, driveway - \$5,607.00 Boulevard Restoration - \$650.00 3% Supplies - \$187.71 15% Administration - \$938.55	\$7,383.26
SWR	100mm Sanitary Sewer & 100mm Storm Drain (Combined Ditch) - \$6,000.00 x 2	\$12,000.00

Works to be provided by others:

DAMDEP	Water Service Standard Connection 25mm \$6500.00 x 2	\$13,000.00
DAMDEP	Hydro	\$19,600.00
DAMDEP	Telus	\$3,000.00

**Estimated total
cost:**

DAMDEP	120% Surety deposit	\$10,996.65
Grand Total		\$65,979.91



Mike Staite

832 OLD ESQUIMALT ROAD - CLASS 'C' COST REVIEW - OFFSITE BONDING ONLY

DATE: 171214

FILE: CV1740

	INFRASTRUCTURE DATA				VALUE	VALUE COMPLETE	
DESCRIPTION OF SERVICE	QUANTITY	QUANTITY COMPLETE	UNIT	RATE	\$	\$	COMMENTS
001 WATER SYSTEM							
Standard Connection Fee 25mm	2	0	unit	6500	13000.00	0.00	
TOTAL					\$13,000.00	\$0.00	

002 HYDRO/TELECOM							
<u>UTILITY SERVICE CHARGES</u>							
BC Hydro utility and material charges	1	0	unit	19600	19600.00	0.00	To be confirmed
BC Tel utility charges	1	0	unit	3000	3000.00	0.00	To be confirmed
TOTAL					\$22,600.00	\$0.00	

003 ROAD							
<u>SUBGRADE</u>							
Site Preparation							
Saw Cut ASPHALT CURB DW	22	0	m	10	220.00	0.00	
Break-out/ dispose ASPHALT CURB DW	37.5	0	m2				
Thickness	0.05	0	m				
Volume at expansion factor=6.0	11	0	m3	25	281.25	0.00	
Dump Fees	11	0	m3	15	168.75	0.00	
Subgrade Excavation							
Total Excavation LENGTH	22	0	m				
Average Excavation WIDTH	0.3	0	m				
Average Excavation DEPTH	0.1	0	m				assumes existing SG under asphalt is sufficient
Total Excavation	1	0	m3				
Balance of Excavation	1	0	m3	12	7.92	0.00	MACHINE
Expected percentage Haul Out	100%	0%					
Expansion Factor	1.2						
Excavation Haul Out	1	0	m3	25	19.80	0.00	LOAD/HAUL/DUMP
Total Road LENGTH	22	0	m				
Average Gravel base WIDTH	0.3	0	m				
Gravel base DEPTH	0.1	0	m				
Gravel base AREA	6.6	0	m2				
Gravel base	1	0	m3	65	42.90	0.00	IMPORT/PLACE/COMPACT

CONCRETE							
SUBCONTRACT Curb							
NM Curb	22	0	m	85	1870.00	0.00	
Curb Prep and Backfill							
curb base grading	22	0	m	5	110.00	0.00	MACHINE/LABOR
Finished curb gravel BACKFILL	22	0	m	10	220.00	0.00	MACHINE/LABOR
Driveway Apron Area							
Total Driveway LENGTH	5	0					
Average paved WIDTH	5.5	0					
Paved AREA	28	0					
SUBCONTRACT Driveway Apron							
Rate - plain concrete - m2				75			
PICK rate	75	0					
Driveway Apron	28	0	m2	75	2062.50	0.00	
SURFACING							
CALC Surfacing Area							
Total Surface LENGTH	19	0					
Average Surface WIDTH	0.6	0					
Paved Surface AREA	12.54	0					
SUBCONTRACT Asphalt							
conversion AREA to TONNE - 50mm ASP				8.3			
conversion AREA to TONNE - 75mm ASP				5.5			
PICK conversion factor	8.3	8.3					
Asphalt	2	0	tonne	400	604.34	0.00	SG FINAL GRADED/ ASP PLACED
LANDSCAPE AND IRRIGATION							
Boulevard Restoration							
Soil LENGTH	5	0	m				
Soil WIDTH	10	0	m				
Soil DEPTH	0.2	0	m				
Topsoil	10	0	m3	65	650.00	0.00	IMPORT/PLACE/SEED
SUBCONTRACT Landscape							
Street Trees	1	0	item	500	500.00	0.00	
TOTAL					\$6,757.46	\$0.00	
004 DRAIN & SEWER							
Common Trench Sewer & Drain Connecion	2	0	unit	6000	12000.00	0.00	
TOTAL					\$12,000.00	\$0.00	

TOTAL CONSTRUCTION					\$54,357	\$0	
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GRAND TOTAL excluding TAX					\$54,357	\$0	
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EXCLUDES ALL LEGAL, FINANCING, PERMIT AND OTHER CHARGES