

**APPENDIX 1**

**CONFIRMATION OF COMMITMENT BY OWNER**

*Note:* To be submitted to the Village Approving Officer prior to or with Preliminary Design Approval Documents on the Owner's letterhead

## CONFIRMATION OF COMMITMENT BY OWNER

The Corporation of the Village of Lytton  
Box 100  
455 Fraser Street  
LYTTON, BC V0K 1Z0

Attention: Village Approving Officer

Re: \_\_\_\_\_  
(Legal Description and Address of Project)

### Civil Design

We \_\_\_\_\_ propose to develop a \_\_\_\_\_ lot \_\_\_\_\_ (subdivision or development) on the above referenced property. To assist with this project we have engaged Civil and Geotechnical Engineering Consultants as follows:

### Civil Predesign and Design

We have retained as our Professional Engineer, \_\_\_\_\_, P.Eng., of the consulting firm, \_\_\_\_\_ (consulting firm) to provide Professional Engineering Services on this project with respect to design of the works, liaison with the Village on technical matters, and submissions to the Village Approving Officer for approval.

### Geotechnical Predesign and Design

We have also retained \_\_\_\_\_, P.Eng., of the geotechnical consulting firm, \_\_\_\_\_ as our Geotechnical and Materials Testing Consultant, to undertake required geotechnical investigations during the preliminary and detailed design phases of the project.

We also advise that as site conditions may dictate we will engage specialist consultants as required to provide assistance with the mitigation of environmental, biological, or other peculiar situations that may result from our proposed project.

### Civil Construction Assurance

Upon final approval of the engineering design drawings, and receipt of written authorization from the Approving Officer to proceed with construction, we have engaged \_\_\_\_\_, P.Eng., of the consulting firm, \_\_\_\_\_ as the Engineer of Record or his qualified designate to undertake field reviews and inspect construction of the work in accordance an approved inspection program, with his professional discretion, to assure that construction of the work is executed in compliance with the Subdivision and Development Servicing Bylaw, the approved drawings and good workmanship and practice.

### Design Phase

- design the work and prepare the appropriate drawings to explicitly define the work for approvals and construction.
- submit design drawings to the Village Approving Officer for review and approval.
- undertake drawing amendments as required to meet Village approvals.
- sign and seal all design drawings or have specialist consultants sign and seal their respective drawings.
- submit design drawings and other supporting documentation to the Village Approving Officer for Approval.

### Construction Phase

- tender the work.
- prepare and submit an inspection program to the Approving Officer for review, revise the program as required to obtain approval
- undertake "field reviews" and inspections of the Contractors work to assure compliance to the Village of Lytton Subdivision and Development Bylaw, the approved drawings and good workmanship and practice.

I understand that "field reviews" shall mean such reviews of the work at the project site and at fabrication locations where applicable as the Professional Engineer, in his professional discretion, considers to be necessary in order to ascertain that the work substantially conforms in all material aspects to the plans and drawings approved by the Village of Lytton.

- submit inspection reports to the Approving Officer on each inspection.
- co-ordinate materials testing of trench backfill soils, sub-grade, sub-base and base coarse soils, concrete and asphalt.
- resolve problems or anomalies that may develop during construction, in consultation with the Approving Officer.
- witness all water system, sanitary sewer system and drainage system pressure/leakage tests.
- collect as-constructed data as the work progresses.
- advise the Approving Officer of events requiring attendance or witnessing by the Village.
- upon Substantial Completion, inspection of the work with Village Inspection personnel and issue a Substantial Completion Certificate.

### Post Construction

- inspect the project with the Village to verify rectification of deficiencies listed on the Substantial Completion Certificate and issue a Construction Completion Certificate.
- prepare construction record drawings in accordance with Village standards.
- prepare Operation and Maintenance Manuals for lift stations, pump stations, reservoirs or other mechanical/electrical infrastructure.

- submit construction documentation such as pressure/leakage test, reports, specialist consultant reports, etc.

We advised that: \_\_\_\_\_ (Name of Consulting Firm) carries \$ \_\_\_\_\_ / per occurrence Errors and Omissions Liability Insurance and a Proof of Insurance Certificate is attached and will be in force for three (3) years after the date of Construction Completion.

\_\_\_\_\_  
Name of Professional Engineer

\_\_\_\_\_  
Signature of Professional Engineer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address (Print)

Phone: \_\_\_\_\_

**(PROFESSIONAL SEAL)**

**CONFIRMATION OF PROFESSIONAL ASSURANCE  
BY CIVIL ENGINEER**

**CONFIRMATION OF PROFESSIONAL ASSURANCE  
BY CIVIL ENGINEER**

(To be typed onto the Engineering Consultant's letterhead)

The Village of Lytton  
P.O. Box 100  
455 Fraser Street  
LYTTON, BC V0K 1Z0

Attention: Village Approving Officer

Dear Sir/Madame:

Re: \_\_\_\_\_  
(Name of Owner and Project Description and Address)

This letter is to advise that \_\_\_\_\_ (consulting firm) has been retained by \_\_\_\_\_ (owner) to provide Professional Engineering Services on the above referenced project. I, \_\_\_\_\_ P.Eng., (engineer) am a Professional Engineer licenced to practice in the Province of British Columbia. I understand and acknowledge that I am responsible for the integrity of the project with respect to design and construction in accordance with the Village of Lytton Subdivision and Development Servicing Bylaw, the approved engineering design drawings prepared for the project, and good workmanship and practice.

I will be involved in all aspects of the project from Preliminary Design through to Construction Completion; with respect to each phase of the project my responsibilities include but are not limited to:

**Pre-design Phase**

- co-ordinate site survey and geotechnical investigations through the site.
- liaison with the Village of Lytton with respect to project requirements.
- preparation of preliminary design drawings.
- preparation of a preliminary cost estimate.
- submission(s) to the Village Approving Officer to Design Phase and the project submission.
- co-ordinate specialist consultants that may be involved in the project.

### *Design Phase*

Undertake additional geotechnical investigations as required to determine site specific requirements with respect to:

- overall site stability
- site grading
- deep utilities
- soil strength with respect to infrastructure appurtenances, such as pump stations, reservoirs, buildings
- groundwater mitigation
- frost protection
- building construction

Prepare a written report. It is understood that the following objectives are to be satisfied by this report:

- .1 confirmation that the land is safe for the use intended;
- .2 the development has been evaluated with consideration of the aquatic setbacks outlined in the Village's Zoning Bylaw, steep slope and Environmentally Sensitive Areas (ESA) designations of the OCP;
- .3 mitigative prescriptions that will facilitate the safe development of the subject lands;
- .4 suitable for the registration on title of the property to advise future owners of the conditions of development; and
- .5 acknowledgement that the Village may rely upon the recommendations stated in the report for the issuance of permits needed for the development of the lands.

### *Construction Phase*

During construction we will provide materials testing services to ensure that soils, concrete and asphalt used to construct the proposed development are constructed in accordance with the Subdivision and Development Servicing Bylaw, good workmanship and practice. Test results will be submitted to the Village, the Design Consultant, the Owner and the Contractor.

We will also provide geotechnical advice during the course of the project on an as required basis to resolve any geotechnical problems or anomalies that may arise.

### *Post Construction*

Upon completion of construction we will ensure that all test reports are assembled, collated and submitted to the Village Approving Officer.

We advise that (Name of Consulting Firm) \_\_\_\_\_ carries \$ \_\_\_\_\_ / per occurrence Errors and Omissions Liability Insurance and a Proof of Insurance Certificate is attached and will be in force for three (3) years after the date of Construction Completion.

\_\_\_\_\_  
Name of Professional Engineer

\_\_\_\_\_  
Signature of Professional

Date: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address (Print)

Phone: \_\_\_\_\_

**(PROFESSIONAL SEAL)**

**CONFIRMATION OF PROFESSIONAL ASSURANCE  
BY GEOTECHNICAL ENGINEER**

**CONFIRMATION OF PROFESSIONAL ASSURANCE  
BY GEOTECHNICAL ENGINEER**

(To be typed onto the Engineering Consultant's letterhead)

The Village of Lytton  
P.O. Box 100  
455 Fraser Street  
LYTTON, BC V0K 1Z0

Attention: Village Approving Officer

Dear Sir/Madame:

Re: \_\_\_\_\_  
(Name of Owner and Project Description and Address)

This letter is to advise that \_\_\_\_\_ (consulting firm) has been retained by \_\_\_\_\_ (owner) to provide Professional Engineering Services on the above referenced project. I, \_\_\_\_\_ P.Eng., (engineer) am a Professional Geotechnical Engineer licenced to practice in the Province of British Columbia. I understand and acknowledge that I am responsible for the geotechnical integrity of the project with respect to design and construction of works required under the Village of Lytton Subdivision and Development Servicing Bylaw, the approved engineering design drawings prepared for the project, and good workmanship and practice.

I will be involved in all aspects of the project from Preliminary Design through to Construction Completion with respect to each phase of the project my responsibilities include but are not limited to:

**Pre-design Phase**

- general on-site and adjacent site soil conditions
- groundwater problems
- soil/site stability
- corrosive or sulphate soils

Prepare a report documenting items, investigation findings and recommendations concerning development of the site.

\_\_\_\_\_ will prepare and submit to the Village Approving Officer a weekly report and an inspection report on each site visit. Upon construction completion, they will also undertake a final inspection of the project, and prepare a Substantial Completion Certificate.

\_\_\_\_\_ have been engaged to provide Geotechnical and Materials Testing Services during the course of construction, to assure that construction materials are placed in accordance with the Subdivision and Development Servicing Bylaw. Reports will be submitted to the Village Approving Officer as geotechnical matters are addressed and testing results are available.

Specialist Consultants will also be engaged as required to ensure that works not designed or inspected by our Civil and Geotechnical Consultants are satisfactorily constructed.

#### Unsatisfactory Construction Assurance

We understand that the Village is very much concerned about the quality of construction work with respect to conformance to the Subdivision and Development Servicing Bylaw and good workmanship and practice.

We commit to having our consultants provide the appropriate level of inspection, and that if the Village is not satisfied with the quality of construction, or the level of inspection provided by our engineers that we will be advised accordingly in writing. We understand that unless the Village is satisfied with the quality of construction work, and the level of inspection by our consultants that the Village will not sign the subdivision (legal) plan.

#### Post Construction

Upon substantial completion of the work, \_\_\_\_\_, P.Eng., the Engineer of Record will prepare construction record drawings and lot service cards in accordance with the standards set out in the Subdivision and Development Servicing Bylaw, prepare Operations and Maintenance Manuals, when required, final inspect the work and issue a Construction Completion Certificate.

#### Termination of Consultant

Should for some reason the relationship with our Engineering Consultants be terminated, we will immediately provide advance notice to the Village. We understand that construction work will cease during the interim should we not have a smooth transition between when one consultant finishes and the next one starts.

#### Insurance, Inspection Program and Inspection Fee

We understand that prior to construction start-up that we will have to provide the following:

- proof of insurance coverage in accordance with the Village of Lytton insurance requirements which generally are as follows:
  - Comprehensive General Liability Insurance \$ 2,000,000
  - Automobile Liability Insurance \$ 2,000,000
  - Property Insurance Full Value of Work
- An approved Inspection Program

- A cash inspection fee in the amount of 3% of the approved engineers cost estimate in the form of cash to cover normal Village inspection costs.

### Performance and Maintenance Securities

We understand that subject to satisfactory construction work and satisfactory construction inspection the Village will only sign the Subdivision Plan (legal plan) in accordance with the following three (3) options:

#### Option 1 – When Subdivision Construction is Complete

Under this option subdivision construction is complete, and the following approved documentation is received by the Village.

- A Construction Completion Certificate (executed by the Village)
- Approved Construction Record Drawings
- Approved Construction Documentation such as summarized test results, O & M Manuals, etc.
- Maintenance Securities – a one (1) year Maintenance Security in the amount of ten percent (10%) of the Engineer's Approved Cost Estimate to construct the overall project, in the form of cash or Letter of Irrevocable Credit to be held for a period of one (1) year or 365 days beyond the date of Construction Completion.

#### Option 2 – When Subdivision Construction is Complete but Construction Record Drawings or Construction Documentation is not Complete

Under this option subdivision construction is complete, and a Construction Completion Certificate executed by the Village. However, prior to signing the subdivision plan (legal plan) the following securities must be posted with the Village:

- Construction Record Security Required

A Construction Record Security in the amount of ten percent (10%) of the Engineer's Approved Cost Estimate to construct the overall project in the form of cash or Letter of Irrevocable Credit to be held for an indefinite time period to cover the cost of the preparation of approved Construction Record Drawings, and Construction Documentation.

- Maintenance Security Required

Maintenance Security as outlined in Option 1 will be required.

Upon receipt of approved Construction Record Drawings and Construction Documentation, the Construction Record Security will be released.

#### Option 3 – When Buried Utilities are Installed, all Lots Serviced and Roads Gravelled

Under this option the following works would have to be completed and tested:

- Water distribution system and reservoirs (as required for proven fire flow and use)
- Sanitary sewer mains and lift station (as required for use)

- Drainage systems
- Underground hydro, telephone and cablevision lines and appurtenances
- All lots serviced with water, sanitary sewer, drainage (where required), hydro, telephone and cablevision
- Subdivision roads gravelled to the top of pit run gravel subdivision elevation and available to accommodate fire fighting vehicles

The securities required under this option are:

- Performance Security

A Performance Security in the amount of 125% of the Engineer's Approved Cost Estimate to complete the construction of the project in the form of cash or Letter of Irrevocable Credit, to be held by the Village until the date of construction completion. The release of this security will be subject to the receipt of approved construction record drawings and construction documentation by the Village.

- Construction Record Security

If the Village signs the subdivision plan (legal plan) before approved Construction Record Drawings and approved Construction Documentation is received by the Village, a Construction Record Security as outlined under Option 2 will be required.

- Maintenance Security Required

Maintenance security as outlined under Option 1.

**Security Reduction**

We understand that securities posted with the Village will be reduced as follows:

- Performance Securities – reduced upon execution of a Construction Completion Certificate by the Village.
- Construction Record Security – reduced upon receipt of approved Construction Record Drawings, Operation and Maintenance Manuals and Construction Documentation by the Village.
- Maintenance Security – reduced upon final inspection and the rectification of all deficiencies, one year after the date of Construction Completion.

We look forward to a mutually amicable relationship through the predesign, design and construction and post construction phases of the project.

Yours truly,

\_\_\_\_\_  
(Owner)

(Corporate Seal)

**APPENDIX 2**

**STANDARD STATUTORY RIGHT OF WAY DOCUMENT**

THIS INDENTURE made the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

BETWEEN:

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

CORPORATION OF THE VILLAGE OF LYTTON

(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 Corporation of the Village of Lytton, in the Province of British Columbia, and being more particularly known and described as:

(hereinafter called the "Lands of the Grantor")

AND WHEREAS the Grantor and Grantee have agreed to enter into this agreement pursuant to Section 214 of the Land Title Act, R.S.B.C. 1979, Chapter 219 and amendments thereto;

AND WHEREAS it is necessary for the operation and maintenance of the Grantee's undertaking, hereinafter described, to install and maintain a system of sewerage works, and/or water works, and/or drainage works, and/or gas works including all pipes, valves, fittings, buildings 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, licence, 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 heavy black on right-of-way Plan Number: \_\_\_\_\_ and designated as \_\_\_\_\_.

(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, machinery, vehicles, equipment and materials be entitled at all time 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 obstruction 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, licence, liberty, privilege, permission and right-of-way to enter upon, pass and repass, clear, labour, and use for the purpose of ingress to and egress from the Perpetual Right-of-Way and for the purpose of storing machinery, 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 sub-surface 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 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 workmanlike 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 costs 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, manholes, 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 or 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 endure 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.



**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, City of Kamloops, under Numbers \_\_\_\_\_, for and in consideration of the sum of One dollar (\$1.00) paid by the Corporation of the Village of Lytton to the said chargeholder (the receipt whereof is hereby acknowledged), agrees with the Corporation of the Village of Lytton, its successors and assigns, that the within Right-of-Way shall be an encumbrance upon the within-described property in priority to the said charge in the same manner and to the same effect as if it had 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 its duly-authorized officers this \_\_\_ day of \_\_\_\_\_, 19\_\_.

SIGNED, SEALED AND DELIVERED by the \_\_\_\_\_ )  
Grantor this \_\_\_ day of \_\_\_\_\_ )  
19 \_\_ in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Signature of Witness: \_\_\_\_\_ )

\_\_\_\_\_  
Address: \_\_\_\_\_ )

\_\_\_\_\_  
Occupation: \_\_\_\_\_ )

THE CORPORATE SEAL OF THE GRANTOR was \_\_\_\_\_ )  
hereunto affixed this \_\_\_ day of \_\_\_\_\_ )  
\_\_\_\_\_, 19 \_\_ in the \_\_\_\_\_ )  
presence of: \_\_\_\_\_ )

C/S

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ )

LAND TITLE ACT

FORM 6

(Section 46)

***PROOF OF EXECUTION BY CORPORATION***

---

I CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_ at \_\_\_\_\_ in British Columbia, \_\_\_\_\_, personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of \_\_\_\_\_ and that he is the person who subscribed his/her name and affixed the Seal of the Corporation to the instrument, that he/she was authorized to subscribed his/her name and affix the Seal to it, and that the Corporation existed at the date the instrument was executed by the Corporation.

IN TESTIMONY of which I set my hand at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_.

---

A Commissioner for Taking Affidavits  
for British Columbia

**APPENDIX 3**

**THE CORPORATION OF THE VILLAGE OF LYTTON**  
**SUBDIVISION CONSTRUCTION**  
**SUBSTANTIAL COMPLETION – CONSTRUCTION COMPLETION CERTIFICATE**

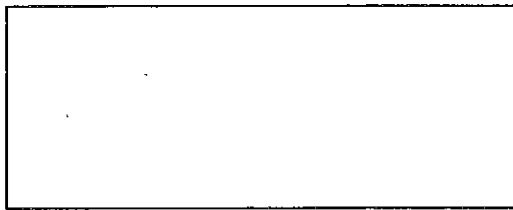
Subdivision Name: \_\_\_\_\_  
Subdivision Owner: \_\_\_\_\_  
Engineering Firm: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Description: \_\_\_\_\_

**1. SUBSTANTIAL COMPLETION**

**1.1 CONSULTING ENGINEERING FIRM:**

I, \_\_\_\_\_, P.Eng., of the firm of \_\_\_\_\_

Certifies that the works comprising the above referenced project have been constructed in accordance with the plans and specifications approved pursuant to the Corporation of the Village of Lytton Subdivision & Development Servicing Bylaw No. 483, 1998 and are substantially complete. I hereby recommend that construction work on this subdivision be accepted as substantially complete.



P.ENG. SEAL

\_\_\_\_\_  
Drawing Number(s)

\_\_\_\_\_  
Professional Engineer

\_\_\_\_\_  
Date of Substantial Completion

List of Deficiencies found during final inspection (to be completed before Construction Completion and the start of the one year maintenance period).

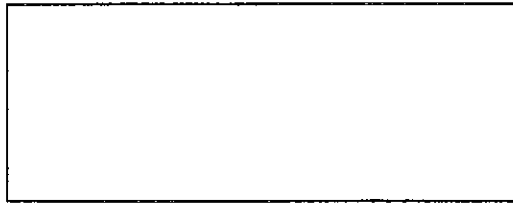
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1.2 VILLAGE OF LYTTON: Pending deficiency correction, construction work on this subdivision is substantially complete:**

Date: \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
Approving Officer

**2. CONSTRUCTION COMPLETION**

**2.1 CONSULTING ENGINEER:**



P.ENG. SEAL

I hereby certify that the deficiencies listed on the Substantial Completion Certificate have now been corrected and that Subdivision Construction is now complete.

\_\_\_\_\_  
Professional Engineer

\_\_\_\_\_  
Date of Construction Completion

**2.2 VILLAGE OF LYTTON: All deficiencies having been corrected, and the subdivision construction work is complete:**

Date \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
Approving Officer

Date Maintenance Period to Expire: \_\_\_\_\_  
(365 Days after Construction Completion Date)

**APPENDIX 4**

# CORPORATION OF THE VILLAGE OF LYTTON

SUBDIVISION AND DEVELOPMENT SERVICING BYLAW NO. \_\_\_\_\_, 1998

## STANDARD DRAWING INDEX

### Highway

- C-1 Downtown Commercial
- C-2 Industrial
- C-3 Local
- C-4 Cul-de-Sac
- C-5 Paved Lane

### Curb, Gutter and Sidewalk

- D-1 Mountable Curb and Gutter
- D-2 Non-Mountable Curb and Gutter
- D-3 Non-Mountable Curb, Gutter and Sidewalk through Downtown Area
- D-4 Driveway Crossings Over Non-Mountable Curbs and Sidewalk
- D-5 Standard Wheelchair Ramp for Non-Mountable Curb, Gutter and Sidewalk
- D-6 Standard Wheelchair Ramp for Mountable Curb, Gutter and Sidewalk

### Water

- E-1 Pressure Main Thrust Block
- E-2 Robar Valve Box and Risers
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