Landscape Agreement

For Demolition Permit

Owner (the "Owner/Applicant"): _____

Property Address (the "Property"): _____

Demolition Permit No. _____

As the owner/applicant of the above-noted property, I submit this agreement pursuant to the City of Victoria Bylaw No. 25-045, the Official Community Plan Bylaw, 2025, Section 2(a)(i)(3) of Schedule C: Development Permit Areas and Heritage Conservation Areas, in support of my application for a demolition permit in respect of the Property (the "Demolition Permit").

I intend to demolish the existing building(s) and/or structures located on the Property prior to the issuance of a Development Permit and/or Building Permit in respect of the redevelopment of the Property.

I agree that within _____ days of completion of the demolition authorized by the Demolition Permit, I will landscape the Property in accordance with the landscaping plan attached to this Agreement (the "Landscaping Plan") and I further agree to maintain the Property in accordance with the Landscaping Plan until redevelopment of the Property has substantially commenced pursuant to a duly issued Building Permit.

Prior to the issuance of a Demolition Permit, I shall provide security by way of an irrevocable letter of credit or cash in the amount of $_____ (the "Security"). If the City of Victoria (the "City") considers that the Property has not been landscaped in accordance with this Agreement, the City may undertake and complete the landscaping in accordance with the Landscaping Plan, at my sole cost and expense, and may apply the Security in payment of the cost of the works with any excess to be returned to me. I further agree that any expense incurred by the City beyond the value of the Security may be recovered in the same manner as municipal taxes.

I understand and agree that nothing herein shall limit, impair, fetter or derogate from the statutory powers of the City or relieve me from the obligation to comply with any enactment, including the City's bylaws.

I AGREE TO THE ABOVE TERMS AND UNDERSTAND THAT THIS AGREEMENT IS A LEGALLY BINDING CONTRACT.

_____

Signature of Owner/Applicant

Name: _____ Date: _____

LANDSCAPING PLAN

[insert]