

**CITY OF LANGFORD
BYLAW NO. 2143**

**A BYLAW TO AUTHORIZE THE MANTLE HEIGHTS ROAD DCC AGREEMENT
FOR PROJECT NUMBER 10 (GOLDSTREAM BUSINESS PARK)**

The City of Langford in open meeting hereby enacts as follows:

Citation

1. This bylaw may be cited for all purposes as “Mantle Heights DCC Agreement (Project Number 10) Approval Bylaw No. 2143, 2024”.

Agreement and DCC payment Approval

2. The City is authorized to enter the agreement attached as Schedule “A” of this bylaw and to pay out of the City’s development cost charge reserve fund established for road purposes all payments required by the City to be made under that agreement.

READ a first time this 5th day of February, 2024

READ a second time this 5th day of February, 2024

READ a third time this 5th day of February, 2024

ADOPTED this day of , 2024

Presiding Council Member

Corporate Officer

Schedule A

MANTLE HEIGHTS DCC AGREEMENT (PROJECT NUMBER 10)

CON24-0019

THIS AGREEMENT is dated for reference

BETWEEN:

BEEDIE (LANGFORD RIDGE) HOLDINGS LTD., INC. NO. BC1096234

3030 Gilmore Diversion

Burnaby, B.C. V5G 3B4

(the “**Owner**”)

AND:

CITY OF LANGFORD

2ND floor, 877 Goldstream Avenue

Langford, B.C. V9B 2X8

(the “**City**”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of 2750 Leigh Road, the lands legally described as:
PID: 030-170-133
Lot 1, Sections 85, 99, 115, and 116, Esquimalt District, Plan EPP67815

(the “Lands”);
- B. The City amended its zoning bylaw by bylaw number 1661 and 2028 to facilitate the development of these Lands and as a condition of adoption of the amendment bylaws the Owner granted the City a covenant which was registered against the Lands under section 219 of the *Land Title Act* under number CB136250;
- C. Bylaw 1661 restricted the use or development of the Lands until the Owner has constructed specified works and services, including the road project defined below as the “Mantle Heights Road DCC Project”;
- D. The City wishes to make this agreement regarding development cost charge offsets and payments in order to provide incentive to the Owner to complete the Mantle Heights Road DCC Project.

NOW THEREFORE, in consideration of the terms and conditions set out below and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

Interpretation

1. In this Agreement,
 - (a) "Associated Lands" means the lands legally described as PID: 030-170-133 Lot 1, Sections 85, 99, 115, and 116, Esquimalt District, Plan EPP67815; and any lands subsequently subdivided from the above noted parent parcel;
 - (b) "Cost Recovery Limit" means \$5,880,000, which is equal to the portion of the cost of the Mantle Heights Road DCC Project that is included in the calculations used to determine development cost charges imposed by the City for roads;
 - (c) "DCC Credit Policy" means the City's road and storm drainage DCC credit policy adopted by resolution as Amendment No. 2 June 2016;
 - (d) "DCC Payment" means a payment made to the Owner in respect of the Mantle Heights Road DCC Project under section 5;
 - (e) "Mantle Heights Road DCC Project" means all work necessary to complete the project referred to as Goldstream Business Park Project Tech Road Number 10 (Upper Goldstream Ave) in Schedule "C" of the City of Langford Development Cost Charge Bylaw No. 1700, 2017;
 - (f) "Owner's DCC Credit" means the offset that will be available to, or that has been provided to, the Owner in respect of the Mantle Heights Road DCC Project under subsection 565 (1) or (2) of the *Local Government Act*;
 - (g) "Transferred DCC Credit" means an Owner's DCC Credit that has been transferred to another person in accordance with section 8 or 9 of the DCC Credit Policy.

Conditions

2. The City's obligation to make payments under this Agreement arises only after the Mantle Heights Road DCC Project is substantially completed by the Owner and only if the Mantle Heights Road DCC Project is substantially completed by the Owner within the term of the Agreement. For the purpose of this Agreement, the Mantle Heights Road DCC Project is substantially completed when the City issues a certificate of substantial completion for the project to the Owner.

Term

3. This Agreement commences on the date it is fully executed and ends on the earlier of
 - (a) the date that is fifteen years after the date on which it is fully executed; or
 - (b) the date the total of:
 - (i) all Owner's DCC Credits that have been used by the Owner to offset development cost charge payments, plus
 - (ii) all Transferred DCC Credits, plus
 - (iii) all payments made by the City to the Owner under section 5, plus
 - (iv) all payments made to a person to whom the Owner has assigned its right to payments under section 10,reaches the Cost Recovery Limit.

Payments to the Owner

4. Subject to section 6, on or before December 31 of the year in which the Mantle Heights Road DCC Project is substantially completed by the Owner, and on or before December 31 of each subsequent year of the term of this Agreement, including December 31, 2038, the City shall pay to the Owner all development cost charges for roads received by the City in connection with the subdivision or development of the Lands or the Associated Lands during the portion of the term of this Agreement preceding that December 31, less the amount previously paid to the Owner under this section. The obligation to make the final payment required by this section survives the termination of the Agreement.
5. The City is not required to make any payment under section 5 that would cause the total of all amounts referred to in section 1(b) to exceed the Cost Recovery Limit.

Reduction of Owner's DCC Credits

6. The Owner's DCC Credits are reduced by the amount of any Transferred DCC Credits and any payments made to the Owner or to a person to whom the Owner has assigned its right to payments under this Agreement.

Interest

7. No interest is payable by the City in respect of road development cost charges collected by the City and payable to the Owner under section 5, including for the period from the time they are collected by the City until the time they are paid to the Owner under section 5.

City's Obligation Limited to Collected Amounts

8. The City's obligation to make payments under section 5 is limited to amounts actually received by the City from owners of the Lands and the Associated Lands and the City has the sole discretion, without liability to the Owner, to determine the amounts of development cost charges payable to the City by owners of the Lands and Associated Lands, including by determining whether any reductions or exemptions are applicable in any case.

Assignment of Right to Payments Under Section 5

9. The Owner may assign the Owner's right to payments under section 5 to another person or persons by giving written notice to the City in accordance with section 36 of the *Law and Equity Act* that it is assigning absolutely to that person or persons its right to payments under section 5. A person to whom an assignment is made under this section takes the assignment subject to all conditions and restrictions that would have been applicable to the Owner's right to such payments under this Agreement in the absence of the assignment.

Notices

10. Any notice to be given under this Agreement shall be in writing and may be delivered personally or sent by prepaid registered mail. The addresses of the parties for the purpose of notice shall be the addresses set out in this Agreement. A party may at any time give notice in writing to the other party of any change of address for the purpose of this Agreement.

Amendment or Waiver

11. No amendment to or waiver of any part of this Agreement is valid unless in writing and executed by the parties.

Entire Agreement

12. This Agreement is the entire agreement among the parties respecting development cost charges in relation to the Mantle Heights Road DCC Project and the Owner agrees that the City has not made any other representations or warranties respecting any entitlement to development cost charge credits or payments in relation to that project.

City's Powers Preserved

13. Nothing in this Agreement fetters the legislative powers of the City.

Applicable Law

14. The laws of British Columbia govern the interpretation and enforcement of this Agreement and the parties accept the jurisdiction of the courts of British Columbia in relation to such matters.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year written below.

1096234 B.C. Ltd. by its authorized signatories:

Name:

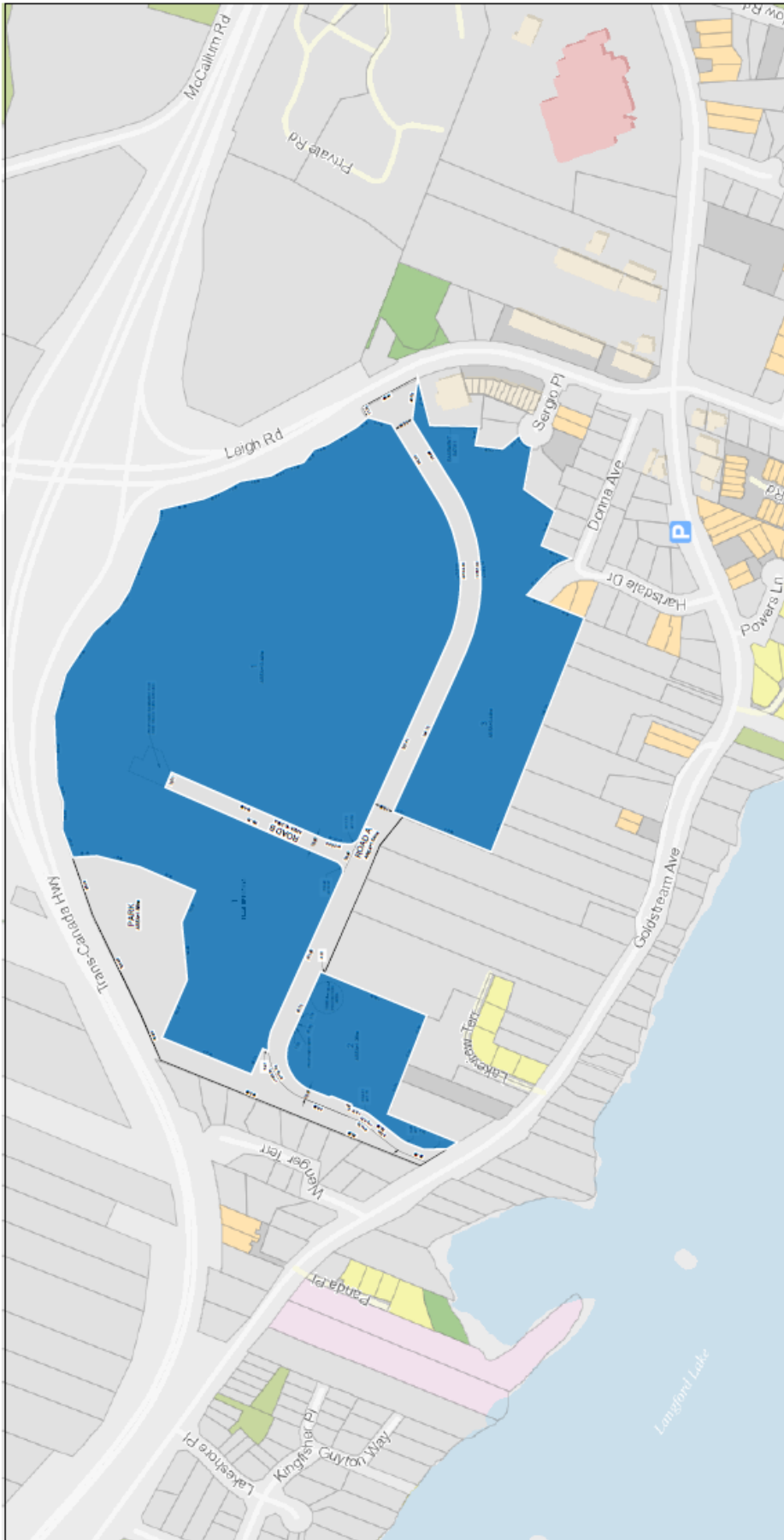
Date: _____

City of Langford by its authorized signatories:

Mayor:

Corporate Officer:

Date: _____



Beedie

■ Properties proposed for inclusion in DCC Bylaw