

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

DRAINAGE DEVELOPMENT WORKS AGREEMENT

(1116005 BC LTD.)

BYLAW 2021 NO. 5728

EXPLANATORY NOTE

Bylaw 2021 No. 5728 authorizes the execution of a Development Works Agreement between the Township of Langley and 1116005 BC Ltd. for the provision of Drainage Works to serve the Central Gordon and Northeast Gordon Estate Neighbourhood Plan areas of the Township of Langley and the imposition of a charge on the owners of parcels of land within the specified area benefiting from the said works.

**APPENDIX A TO
BYLAW 2021 NO. 5728**

**DEVELOPMENT WORKS AGREEMENT
FOR DRAINAGE WORKS**

Project # 08-14-0214

THIS AGREEMENT dated for reference the _____ day of _____, 2021

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY, a
municipal corporation under the Municipal Act of the Province of
British Columbia and having its offices at 20338 – 65 Avenue,
Langley, BC V2Y 3J1

(the "Township")

OF THE FIRST PART

AND:

1116005 BC Ltd., a body corporate, duly incorporated under the laws of the
Province of British Columbia, having its place of business at 12638 - 59A
Avenue, Surrey, BC V3X 1V8.

(the "Developer")

OF THE SECOND PART

- A. WHEREAS real property within a drainage catchment area of the Central Gordon and North East Gordon Neighbourhood Plans is identified in Schedules "A" and "B" attached hereto.
- B. AND WHEREAS a storm sewer and related appurtenances as described in Schedule "C" attached hereto is required to be constructed for the development of lands owned by the Developer within the Benefiting Area.
- C. AND WHEREAS the Works are not currently scheduled for construction by the Township.

- D. AND WHEREAS certain portions of the Works are included within the Township's Development Cost Charge program.
- E. AND WHEREAS the Developer has agreed to construct the Works.
- F. AND WHEREAS the Works may benefit the development of other lands within the Benefiting Area.
- G. AND WHEREAS Section 570 of the Act authorizes the Township to enter into an agreement with the Developer for the provision of the Works and the allocation of all or part of the cost to construct the Works amongst lands within the Benefiting Area.
- H. AND WHEREAS Section 565 of the Act states:
- "(3) *"Despite a development cost charge bylaw, if a work required to be provided under a development works agreement under section 570 (2) [municipal agreements with private developers] is included in the calculations used to determine the amount of a development cost charge, the applicable amount calculated under subsection (4) or (5) is to be deducted from the development cost charge that would otherwise be payable for that class of work."*
- (4) *For a development cost charge payable by a developer for a work provided by the developer under the agreement, the amount deducted under subsection (3) is to be calculated as*
- (a) *the cost of the work*
- less*
- (b) *the amount to be paid by the municipality to the developer under section 570 (3) (b), other than an amount that is an interest portion under section 570 (6) (c).*
- (5) *For a development cost charge payable by a person other than the developer referred to in subsection (4), the amount deducted under subsection (3) is to be calculated as*
- (a) *the amount charged under section 570 (2) (b) to the owner of the property*
- less*
- (b) *any interest portion of that charge under section 570 (6) (c)."*
- I. AND WHEREAS the Township and the Developer have entered into this Agreement to provide for the construction of the Works, the allocation of the costs thereof throughout the Benefiting Area and the collection and remittance of the Specified Charges imposed pursuant to the Development Works Agreement Bylaw.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of ONE \$1.00 DOLLAR of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

DEFINITIONS

In this Agreement and in the recital above:

"Act" means the Local Government Act, R.S.B.C. 2015, Chapter 1, as revised, re-enacted or consolidated from time to time and any successor statute;

"Actual Capital Cost of the Works" means the actual Capital Cost of the Works as described in Section 4(d);

"Agreement" means this agreement and all Schedules attached hereto, which form part of the agreement;

"Benefiting Area" means the real property described in Schedule "A" attached hereto;

"Benefiting Parcel" means the parcels of land situated in the Benefiting Area as of the date of this Agreement and described in Schedule "A" and any subdivided portion thereof;

"Capital Cost" means the cost to design, engineer and construct the Works excluding Goods and Services Tax;

"Council" means the elected Council of the Township;

"DCC Drainage" means that portion of the Works which is included in the Township's DCC program (\$2,523,061.00).

"Developer" means 1116005 BC Ltd.;

"Development Cost Charge" and **"DCC"** means a charge imposed pursuant to the Township's Development Cost Charge Bylaw;

"Development Cost Charge Bylaw" means the Township's Development Cost Charge Bylaw 2020, No. 5555, enacted by the Township under the Act as revised, re-enacted or consolidated from time to time and any successor bylaws;

"Development Works Agreement Bylaw" means Bylaw 2021 No. 5728 enacted by the Township under the Act as such bylaw is revised, re-enacted or consolidated from time to time;

"Estimated Cost of the Works" means the estimated Capital Cost of the entire Works, including the DCC portion. The Estimated Cost of the Works for Bylaw 2021 No. 5728 is \$6,541,163.81;

"General Manager of Engineering" means the General Manager of Engineering for the Township or his designate;

"Owner" and **"Owners"** means each of the registered owners from time to time of a Benefiting Parcel;

"Servicing Agreement" means a servicing agreement in form and substance acceptable to the General Manager of Engineering executed by the Developer with respect to the construction and provision of the Works;

"Specified Charge" means \$228,301.30 per Net Developable Hectare for each Benefiting Parcel located within the Benefiting Area, plus interest calculated in accordance with Section 5;

"Term" means the period of time that this Agreement is in effect as specified in Section 6;

"Works" means the Drainage Works including the DCC portion and related appurtenances described in Schedule "C".

AREA SUBJECT OF AGREEMENT

The Benefiting Area is the subject of this Agreement

CONSTRUCTION OF DRAINAGE

The Developer shall, at its sole cost and expense, construct and provide the Works in accordance with the Servicing Agreement.

DRAINAGE COSTS

1. Upon development of a Benefiting Parcel during the Term, the Owner of that Benefiting Parcel shall pay to the Township the Specified Charge payable with respect to that development;
2. The Specified Charge shall be payable to Township in accordance with the terms of the Development Works Agreement Bylaw;
3. If a Specified Charge is payable, Council, an Approving Officer, a building inspector or other municipal authority may, but is not obligated to, approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of a Benefiting Parcel, or do any other thing necessary for the development of a Benefiting Parcel until the Specified Charge has been paid;
4. After completion of the construction of the Works and in accordance with the Servicing Agreement and to the satisfaction of the General Manager of Engineering, the Developer's engineer or an engineer appointed by the Township shall calculate and submit to the General Manager of Engineering for approval, the Actual Capital Cost of

the Works.

5. The Township is not responsible for financing any part of the design or construction of the Works;
6. In consideration of the satisfactory completion of the construction of the Works by the Developer, to the acceptance of the General Manager of Engineering without incurring any cost to the Township, the Township agrees to collect from each Owner of a Benefiting Parcel the Specified Charges levied in accordance with the terms of the Development Works Agreement Bylaw;
7. Subsequent to the completion of the construction of the Works in accordance with the Servicing Agreement to the acceptance of the General Manager of Engineering and the approval of the Actual Capital Cost of the Works, the Township shall pay to the Developer, at the beginning of the next calendar year and each calendar year thereafter, the Specified Charges collected from the previous year in respect of the development of Benefiting Parcels. The Township, at its sole discretion, may make partial payments at any time during a calendar year. The Township shall have no further obligation to the Developer to make any other payment pursuant to this Agreement. The Developer agrees that any interest earned by the Township on Specified Charges from the date of their collection to the date of their payment to the Developer shall be retained by the Township in consideration of the Township costs of administering this Agreement. If the said payments are returned to the Township unclaimed by the Developer and if the Township is unable to locate the Developer after all reasonable efforts, then the Township shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, all such unclaimed funds shall be retained forever by the Township; and
8. In the event of the assignment or transfer of the rights of the Developer under Section 4(g), the Township shall pay any benefits accruing thereunder, after notice, to such successor of the Developer as the Township, in its judgment, deems entitled to such benefits; and in the event of conflicting demands being made upon the Township for benefits accruing under this Agreement, then the Township may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the Township believes to be necessary or proper, and the Township shall be discharged from further liability upon payment to the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the Township shall be entitled to recover its legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

INTEREST

9. Interest will be calculated from the later of the date the construction of the Works is completed and one year after the adoption of this bylaw to the date the Specified Charge is paid at a rate of 3.95% per annum calculated annually in advance.

TERM

10. The term of this Agreement shall commence upon the adoption of the Development Works Agreement Bylaw and shall expire on the earlier of:
 1. fifteen (15) years from the date of the adoption of the Development Works Agreement Bylaw; and
 2. upon the Developer receiving the maximum Specified Charges imposed upon the Benefiting Area pursuant to the Development Works Agreement Bylaw;
11. The Developer covenants and agrees that no Specified Charges shall be due and payable to the Developer subsequent to the expiration of the Term.

The benefits and obligations of this Agreement shall come into force upon the adoption of the Development Works Agreement Bylaw.

LATECOMER CHARGES

12. The Developer covenants and agrees that it will not apply for nor enter into any latecomer agreements with the Township with respect to the Works and the Developer hereby releases and discharges the Township, its officers, employees, servants and agents and covenants and agrees to indemnify and save harmless the Township, its officers, employees, servants and agents from and against all damages, losses, costs, actions, causes of action, claims, demands and expenses (including legal fees and litigation) which may arise or accrue to any person, firm or corporation against the Township, its officers, employees, servants and agents for which the Township, its officers, employees, servants and agents may pay, incur, sustain or be put to by reason of the application of Section 507 of the Local Government Act as amended from time to time to the Works.

INDEMNITY

The Developer covenants and agrees to indemnify and save harmless the Township against:

13. all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction, installation, maintenance or repair of the Works; and
14. all expenses and costs which may be incurred by reason of the construction, installation, maintenance or repair of the Works.

MUNICIPAL COSTS

The Developer shall pay to the Township, by cash or bank draft, prior to the Township executing this Agreement, a fee of \$15,000 for the preparation, registration and administration of this Agreement.

NOTICES

15. Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Developer at the following address:

1116005 BC Ltd.
12638 - 59A Avenue
Surrey, BC V3X 1V8

and to the Township as follows:

The Corporation of the Township of Langley
20338 – 65 Avenue
Langley, BC V2Y 3J1
Attention: Manager of Development Engineering

Or such change of address as the Township has, by written notification, forwarded to the other parties.

16. Any notice shall be deemed to have been given to and received by the party to which it is addressed:
1. if delivered, on the date of delivery; or
 2. if mailed, then on the fifth (5th) day after the mailing thereof.

BINDING ON SUCCESSORS

17. It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties, their successors and assigns.
18. The Developer shall not assign or transfer their interest in this Agreement without the prior written consent of the Township which consent may be arbitrarily withheld.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior Agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

LAWS OF BRITISH COLUMBIA

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

SCHEDULES

The Schedules attached hereto, which form part of this Agreement, are as follows:

- 19. Schedule "A" – List of Benefiting Parcels;
- 20. Schedule "B" – Map of Benefiting Area;
- 21. Schedule "C" – Description of the Works;

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first above written.

FOR CORPORATE BODY

SIGNED BY:)

)

_____)

)

In the presence of:)

(witness):)

Signature _____)

Name _____)

Address _____)

Occupation _____)

FOR THE CORPORATION OF THE TOWNSHIP OF LANGLEY

SIGNED BY GENERAL MANAGER,)

ENGINEERING & COMMUNITY)

DEVELOPMENT)

For and on behalf of)

THE CORPORATION OF THE)

TOWNSHIP OF LANGLEY)

)

_____)

GENERAL MANAGER, ENGINEERING)

& COMMUNITY DEVELOPMENT)

)

)

SIGNED BY TOWNSHIP)

CLERK)

For and on behalf of)

THE CORPORATION OF THE)

TOWNSHIP OF LANGLEY)

)

_____)

TOWNSHIP CLERK)

)

In the presence of:)

(as to both Township signatures))

)

_____)

Name:)

Address:)

Occupation:)

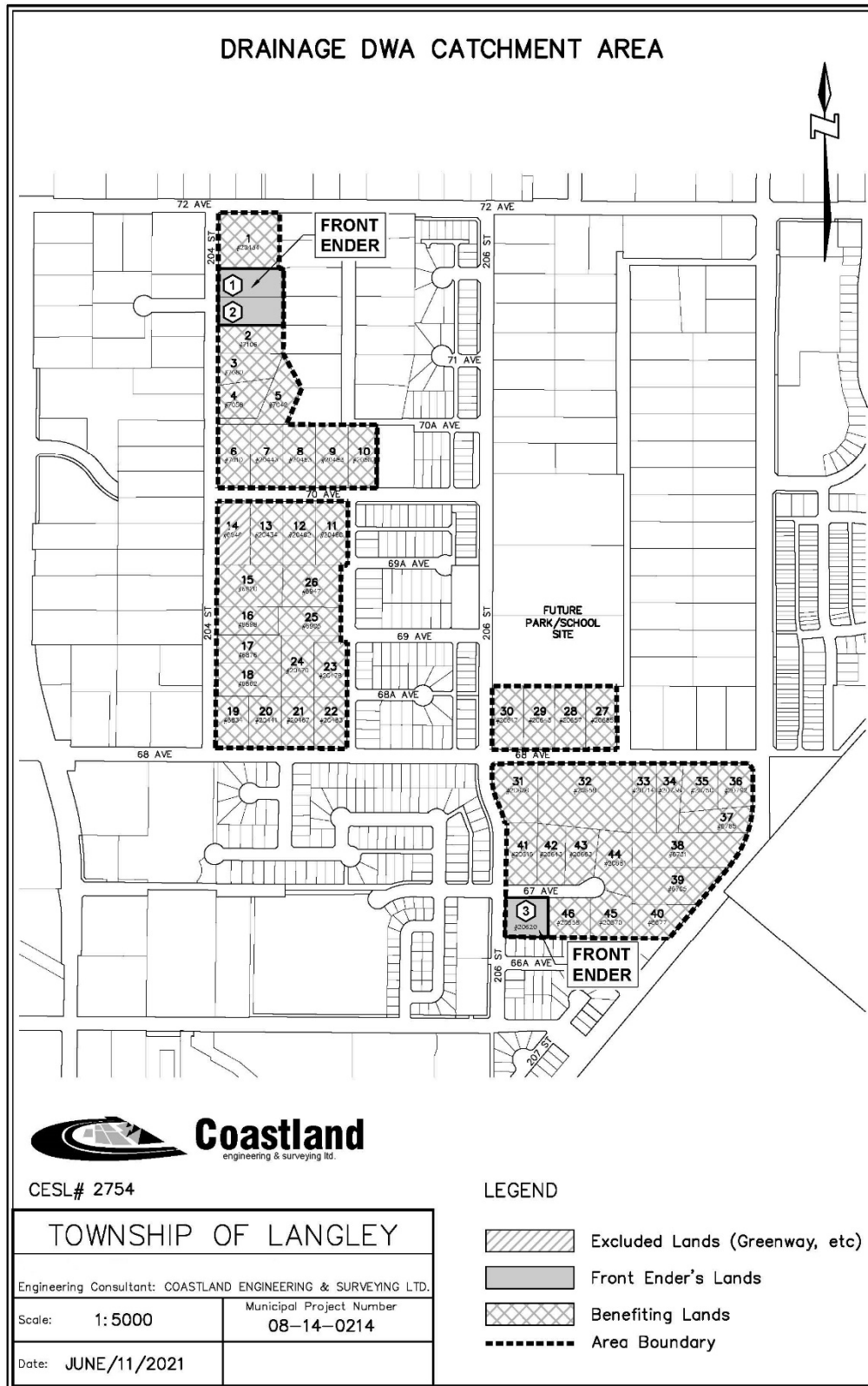
SCHEDULE "A"
LIST OF BENEFITING PARCELS

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Dev. Area (ha)
1	000-572-632	20434 72 AVE	LT 11, SEC 14, TWP 8, NWD, PL NWP68056	0.65
2	002-854-627	7106 204 ST	LT 48, SEC 14, TWP 8, NWD, PL NWP61764	0.29
3	004-893-981	7080 204 ST	LT 1, SEC 14, TWP 8, NWD, PL NWP72210	0.37
4	004-893-999	7058 204 ST	LT 2, SEC 14, TWP 8, NWD, PL NWP72210	0.37
5	004-894-014	7042 204 ST	LT 3, SEC 14, TWP 8, NWD, PL NWP72210	0.44
6	009-265-481	7010 204 ST	LT 8, SEC 14, TWP 8, NWD, PL NWP22544	0.45
7	009-265-473	20443 70 AVE	LT 7, SEC 14, TWP 8, NWD, PL NWP22544	0.46
8	009-271-821	20463 70 AVE	LT 6, SEC 14, TWP 8, NWD, PL NWP22544	0.46
9	009-271-805	20483 70 AVE	LT 5, SEC 14, TWP 8, NWD, PL NWP22544	0.36
10	006-080-294	20507 70 AVE	LT 40, SEC 14, TWP 8, NWD, PL NWP46475	0.27
11	009-271-791	20480 70 AVE	LT 4, SEC 14, TWP 8, NWD, PL NWP22544	0.29
12	009-271-783	20462 70 AVE	LT 3, SEC 14, TWP 8, NWD, PL NWP22544	0.36
13	001-950-151	20434 70 AVE	LT 2, SEC 14, TWP 8, NWD, PL NWP22544	0.4
14	009-271-775	6946 204 ST	LT 1, SEC 14, TWP 8, NWD, PL NWP22544	0.43
15	003-411-141	6920 204 ST	LT 49, SEC 14, TWP 8, NWD, PL NWP63748	0.52
16	006-080-022	6898 204 ST	LT 41, SEC 14, TWP 8, NWD, PL NWP46469	0.33
17	008-649-898	6876 204 ST	LT 1, SEC 14, TWP 8, NWD, PL NWP75905	0.34
18	002-895-323	6862 204 ST	LT A, SEC 14, TWP 8, NWD, PL NWP70837	0.39
19	001-091-859	6834 204 ST	LT 68, SEC 14, TWP 8, NWD, PL NWP65861	0.33
20	003-683-231	20441 68 AVE	LT 69, SEC 14, TWP 8, NWD, PL NWP65861	0.31

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Dev. Area (ha)
21	000-847-593	20467 68 AVE	LT 1, SEC 14, TWP 8, NWD, PL NWP68672	0.28
22	000-847-607	20483 68 AVE	LT 2, SEC 14, TWP 8, NWD, PL NWP68672	0.31
23	008-649-910	20478 69 AVE	LT 3, SEC 14, TWP 8, NWD, PL NWP75905	0.31
24	008-649-901	20470 69 AVE	LT 2, SEC 14, TWP 8, NWD, PL NWP75905	0.4
25	006-080-057	6905 205 ST	LT 42, SEC 14, TWP 8, NWD, PL NWP46469	0.32
26	003-411-168	6947 205 ST	LT 50, SEC 14, TWP 8, NWD, PL NWP63748	0.39
27	007-152-591	20685 68 AVE	LT 32, SEC 14, TWP 8, NWD, PL NWP43913	0.43
28	007-152-582	20657 68 AVE	LT 31, SEC 14, TWP 8, NWD, PL NWP43913	0.43
29	005-928-273	20643 68 AVE	LT 25, SEC 14, TWP 8, NWD, PL NWP41072	0.43
30	010-866-183	20617 68 AVE	LT 1, SEC 14, TWP 8, NWD, PL NWP6351	0.43
31	026-979-403	20636 68 AVE	LT G, DL 311, NWD, PL BCP28543	0.58
32	000-735-906	20658 68 AVE	LT 81, DL 311, NWD, PL NWP27953	1.17
33	000-821-918	20714 68 AVE	LT 1, DL 311, NWD, PL NWP68504	0.32
34	000-821-926	20738 68 AVE	LT 2, DL 311, NWD, PL NWP68504	0.37
35	000-821-934	20750 68 AVE	LT 3, DL 311, NWD, PL NWP68504	0.37
36	000-821-942	20792 68 AVE	LT 4, DL 311, NWD, PL NWP68504	0.29
37	000-821-951	6785 208 ST	LT 5, DL 311, NWD, PL NWP68504	0.33
38	009-576-720	6731 WILLOWBROOK CONNECTOR	LT 3, DL 311, NWD, PL NWP20869	0.71
39	009-576-711	6705 WILLOWBROOK CONNECTOR	LT 2, DL 311, NWD, PL NWP20869	0.54
40	009-576-703	6677 WILLOWBROOK CONNECTOR	LT 1, DL 311, NWD, PL NWP20869	0.32
41	000-799-688	20615 67 AVE	LT 1, DL 311, NWD, PL NWP68306	0.42

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Dev. Area (ha)
42	000-799-696	20643 67 AVE	LT 2, DL 311, NWD, PL NWP68306	0.37
43	000-799-700	20663 67 AVE	LT 3, DL 311, NWD, PL NWP68306	0.37
44	000-799-718	20681 67 AVE	LT 4, DL 311, NWD, PL NWP68306	0.35
45	000-799-726	20670 67 AVE	LT 5, DL 311, NWD, PL NWP68306	0.37
46	000-799-734	20658 67 AVE	LT 6, DL 311, NWD, PL NWP68306	0.37
FE1	000-787-949	7140 204 ST	LT 46, SEC 14, TWP 8, NWD, PL NWP62230	0.28
FE2	002-269-031	7122 204 ST	LT 47, SEC 14, TWP 8, NWD, PL NWP61764	0.28
FE3	000-799-751	20620 67 AVE	LT 7, DL 311, NWD, PL NWP68306	0

**SCHEDULE "B"
MAP OF BENEFITING AREA**



SCHEDULE "C"
DESCRIPTION OF THE WORKS

Drainage works including land value consisting of a detention pond of approximately 1,575 m² in area, complete with approximately 64 linear metres of 900 mm diameter storm sewer, 80 linear metres of 750 mm diameter storm sewer, 4 manholes, flow control chamber, headwalls, erosion protection, landscaping and fencing, having an Estimated Capital Cost of the Works of \$6,541,163.81, as per design drawings numbered and named as follows:

- 2754 Sheets 1 to 20 inclusive
Prepared by Coastland Engineering & Surveying Ltd.

- 19-044 Sheets L4 and L5
Prepared by PMG Landscape Architect