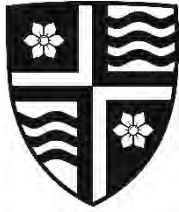


Township of  
**Langley**



Est. 1873

## REPORT TO MAYOR AND COUNCIL

<b>PRESENTED:</b>	JANUARY 27, 2020 - REGULAR AFTERNOON MEETING	<b>REPORT:</b>	20-08
<b>FROM:</b>	COMMUNITY DEVELOPMENT DIVISION	<b>FILE:</b>	11-06-0178
<b>SUBJECT:</b>	DEVELOPMENT VARIANCE PERMIT APPLICATION NO. 100101 (FRASER HEALTH AUTHORITY / 22051 FRASER HIGHWAY)		

---

### RECOMMENDATIONS:

**That** Council consider Fraser Health Authority's request to remove from Development Variance Permit No. 100101, authorized for issuance by Council on May 13, 2019, the requirement for securing of an approximately: "121 stall parking lot at the location shown in Schedule B, prior to acceptance of Final Inspection of the Building Permit for the Emergency Department Redevelopment Project"; and further

**That**, should Council consider the request from Fraser Health Authority to be acceptable, authorize staff to amend DVP100101 accordingly.

### EXECUTIVE SUMMARY:

Council authorized issuance of Development Variance Permit No. 100101 to the Fraser Health Authority on May 13, 2019 to support expansion of the Emergency Department and the addition of MRI facilities at the Langley Memorial Hospital. The Fraser Health Authority is now requesting a further amendment to the previously issued Development Variance Permit No. 100101, to remove the requirement to provide an approximately 121 stall parking lot on the hospital campus to meet bylaw requirements.

Staff have considered that the Township's Zoning Bylaw does not currently distinguish between hospitals and other institutional uses, with respect to parking requirements. It is also acknowledged that as a result, the parking requirements associated with the Langley Memorial Hospital may be higher than those in some of other municipalities within the region.

With the above in mind, and as per previous report to Council relating to Development Variance Permit Application No. 100101, dated May 13, 2019, staff is currently proceeding with the technical analysis and research into practices of other municipalities, and is expecting to bring forward proposed amendments to the Zoning Bylaw, specifically in relation with hospital uses, for Council's consideration of approval at a future meeting.

Staff recommend that Council consider the requested amendment to Development Variance Permit No. 100101 and direct staff accordingly.

### PURPOSE:

The purpose of this report to Council is to provide Council with information in relation with a request from the Fraser Health Authority to remove the 121 parking stall condition from the approved parking variance.

DEVELOPMENT VARIANCE PERMIT  
 APPLICATION NO. 100101  
 (FRASER HEALTH AUTHORITY / 22051 FRASER HIGHWAY)  
 Page 2 . . .

### **BACKGROUND/HISTORY:**

On May 13, 2019, Council considered and authorized issuance of Development Variance Permit No. 100101 to reduce the required number of parking stalls and amend the servicing requirements for the Emergency Department Redevelopment and MRI Installation Projects at the Langley Memorial Hospital (Attachment B). Staff note that the Parking Study Memorandum provided by the Fraser Health Authority in support of the requested variance stated that the overall parking supply, including the 121 parking lot, at the Langley Memorial Hospital is expected to be sufficient in accommodating the parking demand after the project is complete.

As indicated in the attached letter (Attachment A), the Fraser Health Authority is now requesting removal of the following condition from Section 4a of the Development Variance Permit:

*“... subject to security of a Building Permit for an approximately 121 stall parking lot at the location shown in Schedule B.”*

The letter from the Fraser Health Authority includes a rationale (please refer to Attachment A).

### **DISCUSSION/ANALYSIS:**

Staff have considered the parking requirements for the Langley Memorial Hospital and acknowledge that the Township requirements are higher than some of those contained in other municipalities' bylaws within the region.

Consistent with the report to Council providing information regarding Development Variance Permit Application No. 100101, dated May 13, 2019 (Attachment B), staff is intending to advance a future amendment to the Zoning Bylaw to provide a specific parking requirement for a “hospital” use, for Council's consideration of approval.

The Fraser Health Authority has indicated that funding previously budgeted for the approximately 121 stall parking lot is to be allocated for delivering direct health care services to the residents and the general public.

With these considerations in mind, staff recommend that Council consider the request from the Fraser Health Authority to amend Development Variance Permit No. 100101 as described in this report, and should the request be acceptable, authorize staff to amend the DVP.

Respectfully submitted,

Teresa Hanson  
 SENIOR DEVELOPMENT PLANNER  
 for  
 COMMUNITY DEVELOPMENT DIVISION

ATTACHMENT A      December 11, 2019 letter from the Fraser Health Authority

ATTACHMENT B      May 13, 2019 report to Council regarding Development Variance Permit Application No. 100101

## ATTACHMENT A



Better health. Best in health care.

Re: Development Variance Permit No. 100101

Stephen Richardson  
Director, Development Services  
Community Development Division  
20338 – 65 Avenue  
Langley, BC V2Y 3J1

Dear Mr. Richardson,

December 11, 2019

Subject: Removal of Subject Condition Item 4a

Fraser Health submitted a Development Variance Permit (DVP) application to the Township of Langley Council for public hearing on May 13, 2019. The DVP application requested amendment to the parking services requirements associated with the Emergency Department Redevelopment and MRI Installation projects at Langley Memorial Hospital. Specifically, section 4a of the DVP requested:

*Section 107.3.b)iv of the Township of Langley Zoning Bylaw 1987 No. 2500 being varied to reduce the required number of parking spaces by 141 parking spaces, subject to security of a Building Permit for an approximately 121 stall parking lot at the location shown in Schedule B.*

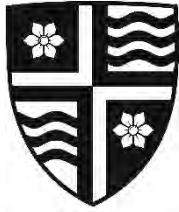
Fraser Health is requesting that the condition stated above be removed with the following rationale provided:

1. The Township of Langley does not have bylaw requirements specific to Institutional: Hospital use and on review of other local jurisdictions that have bylaw requirements for Institutional: Hospital (Abbotsford, Surrey, Maple Ridge), the LMH off-street parking capacity exceeds the bylaw requirements for all of these other jurisdictions.
2. Under current conditions there is sufficient and **unused off-street parking capacity** on the Langley Memorial Hospital campus.
3. Construction of a new surface parking lot on the LMH campus that is not required, as noted in the parking demand/peak load study by the Traffic Consultant.
4. The public funds required to construct a new surface parking lot could be better used for delivering direct health care services to the residents and Community of Langley.

For the reasons provided, the leadership of Fraser Health and Langley Health Services asks the Township of Langley Council to act on the request to remove subject 4a condition of the DVP application for Council approval scheduled on May 13, 2019.

Sincerely,

Jason Cook,  
Executive Director,  
Langley Health Services and Langley Memorial Hospital



## REPORT TO MAYOR AND COUNCIL

**PRESENTED:** MAY 13, 2019 - PUBLIC HEARING  
**FROM:** COMMUNITY DEVELOPMENT DIVISION  
**SUBJECT:** DEVELOPMENT VARIANCE PERMIT  
APPLICATION NO. 100101  
(FRASER HEALTH AUTHORITY / 22051 FRASER HIGHWAY)

**REPORT:** 19-76  
**FILE:** 11-06-0178

### PROPOSAL:

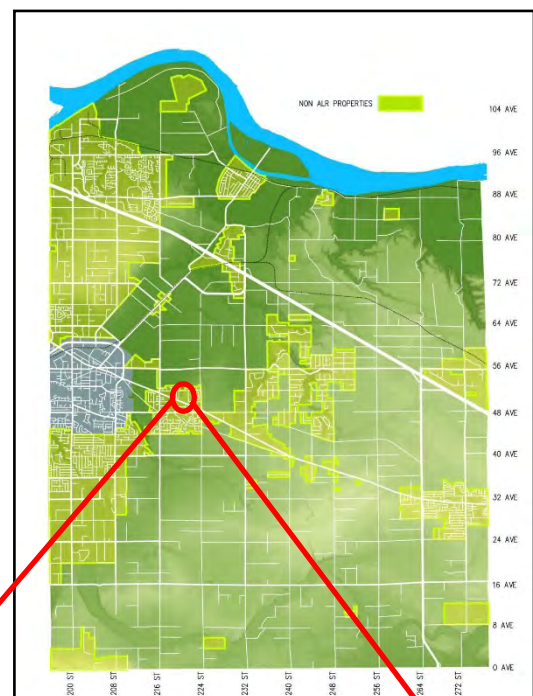
Development Variance Permit application to reduce the required number of parking spaces and amend the servicing requirements for the Emergency Department Redevelopment and MRI Installation Projects at the Langley Memorial Hospital located at 22051 Fraser Highway.

### RECOMMENDATION SUMMARY

That Council issue Development Variance Permit No. 100101.

### RATIONALE:

The Fraser Health Authority has provided a parking study in support of the proposed variance, and has committed to constructing a 121 stall parking lot south of the main hospital building. The Fraser Health Authority has also committed to including additional parking in long term hospital planning and to phased construction of 221A Street. Staff recognizes the overall benefit to the community of the Emergency Department Redevelopment and MRI Installation Projects and is supportive of the proposed variances.



### RECOMMENDATIONS:

**That** Council authorize issuance of Development Variance Permit No. 100101 for only the expansion of the main Langley Memorial Hospital building to include a redeveloped 2,756 square metre (29,666 square foot) Emergency Department and a new 225 square metre (2,422 square foot) MRI Department at the property located at 22051 Fraser Highway to reduce the parking and servicing requirements associated with the Emergency Department Redevelopment and MRI Installation Projects as follows:

- a. Section 107.3.b)iv) of the Township of Langley Zoning Bylaw 1987 No. 2500 being varied to reduce the required number of parking spaces by 141 parking spaces, subject to security of a Building Permit for an approximately 121 stall parking lot at the location shown in Schedule B, prior to acceptance of Final Inspection of the Building Permit for the Emergency Department Redevelopment Project;
- b. Section 6.5 of the Township of Langley Subdivision and Development Servicing Bylaw 2011 No. 4861 being varied to reduce the required Works and Services to that 90 metre (295 feet) portion of the site between the existing driveway and the new driveway on 221A Street as shown on Schedule C, subject to the applicant entering into a Servicing Agreement for the noted Works and Services, prior to acceptance of Final Inspection of the Building Permit for the Emergency Department Redevelopment Project; and further

**That** Council authorize staff to review the Township's parking requirements for "Government Institutional Buildings" and, if warranted, present an amendment to the Zoning Bylaw to define specific parking requirements for "Hospitals" for Council consideration.

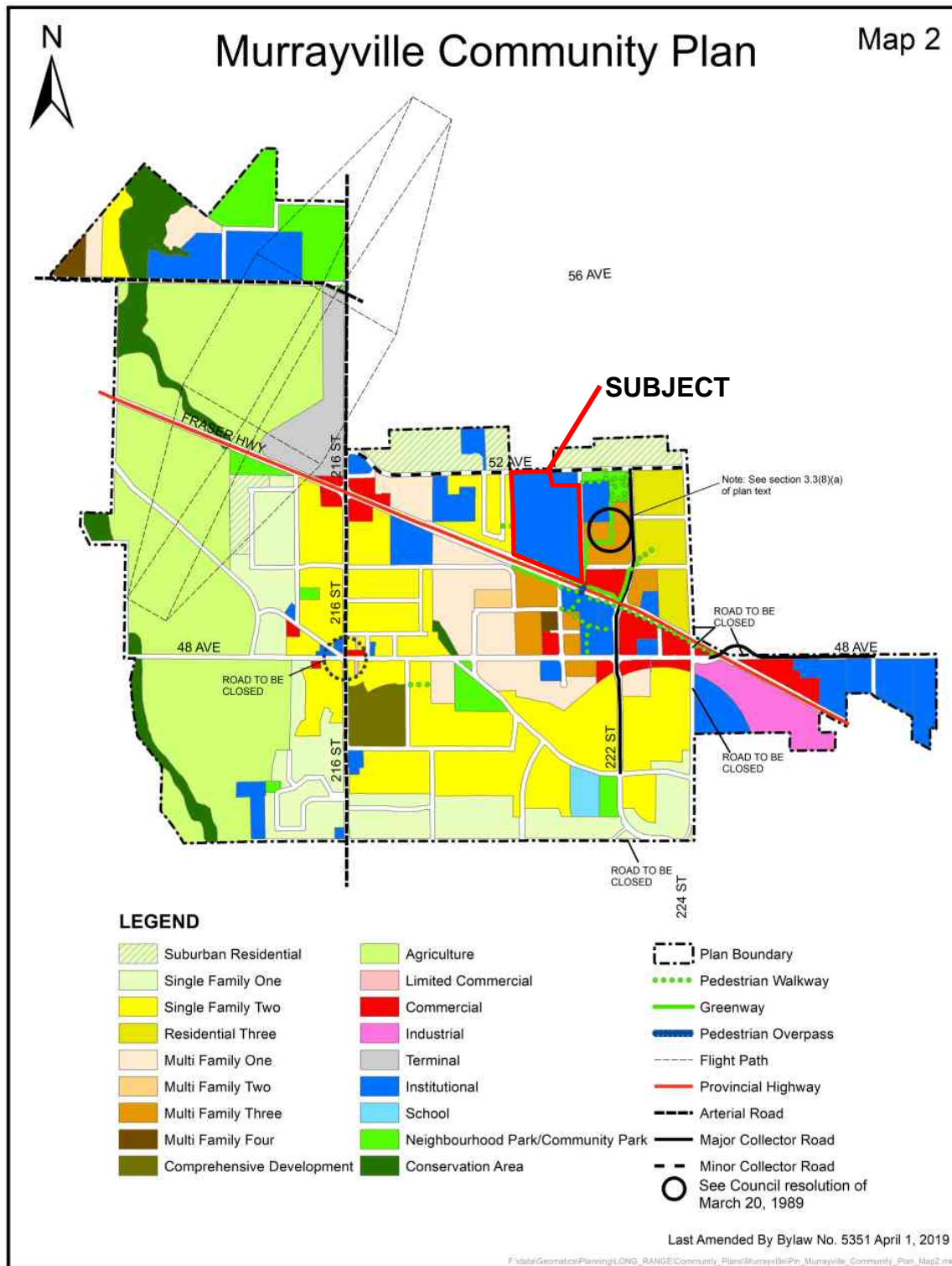
### EXECUTIVE SUMMARY:

The Fraser Health Authority has applied for a Development Variance Permit for parking and servicing requirements associated with the 2,756 m<sup>2</sup> (29,666 ft<sup>2</sup>) Emergency Department and a new 225 m<sup>2</sup> (2,422 ft<sup>2</sup>) MRI Department at the Langley Memorial Hospital located at 22051 Fraser Highway. The Fraser Health Authority has provided a parking study in support of the proposed variance, and has committed to constructing a 121 stall parking lot south of the main hospital building. The Fraser Health Authority has also committed to including additional parking in long term hospital planning and to phased construction of 221A Street.

Staff recognizes the overall benefit to the community of these projects and as such is supportive of the proposed variances. Furthermore, staff note that an opportunity exists to refine the parking requirements in the Township's Zoning Bylaw for Hospitals and recommends that a review of the parking requirements be undertaken with potential amendments brought forward for Council's consideration.

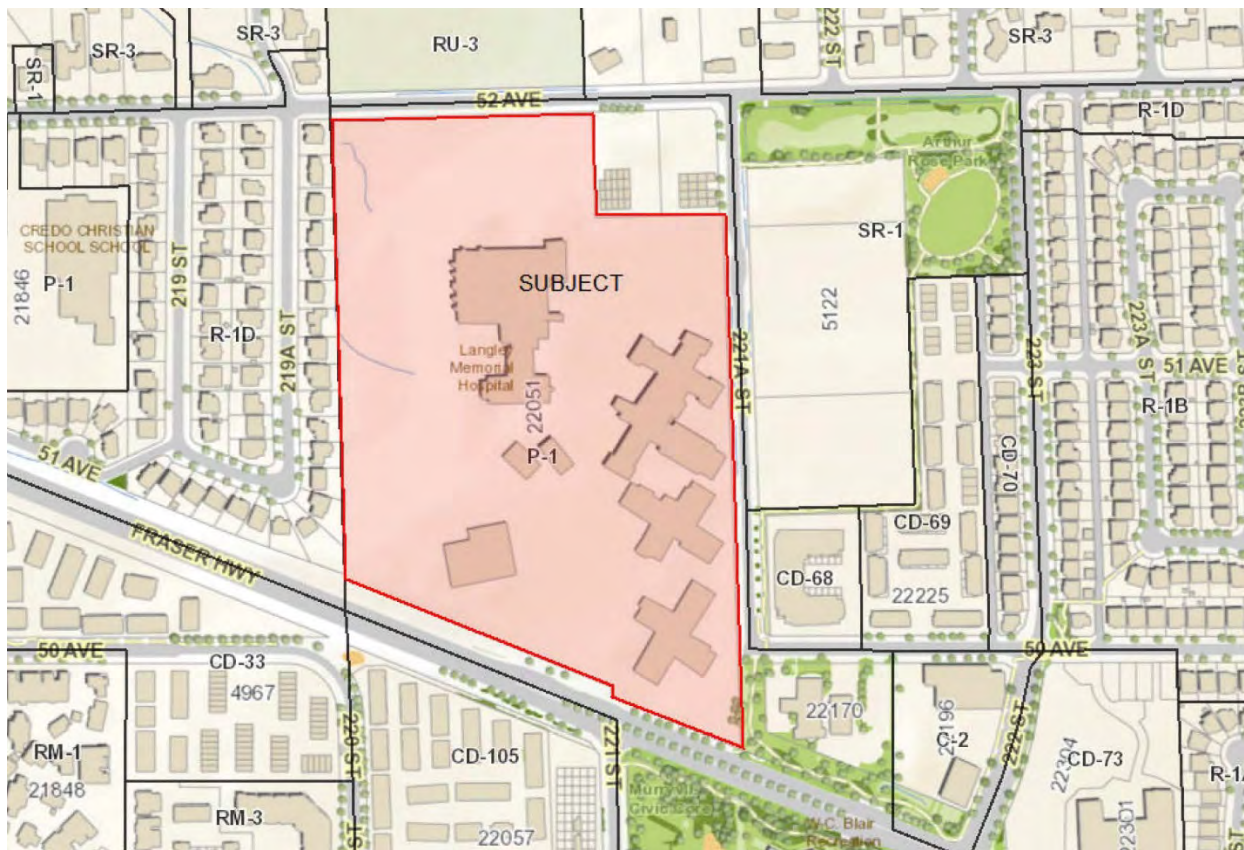
### PURPOSE:

The purpose of this report is to provide information to Council regarding Development Variance Permit Application No. 100101.





DEVELOPMENT VARIANCE PERMIT APPLICATION NO. 100101  
 (FRASER HEALTH AUTHORITY / 22051 FRASER HIGHWAY)  
 Page 4 . . .



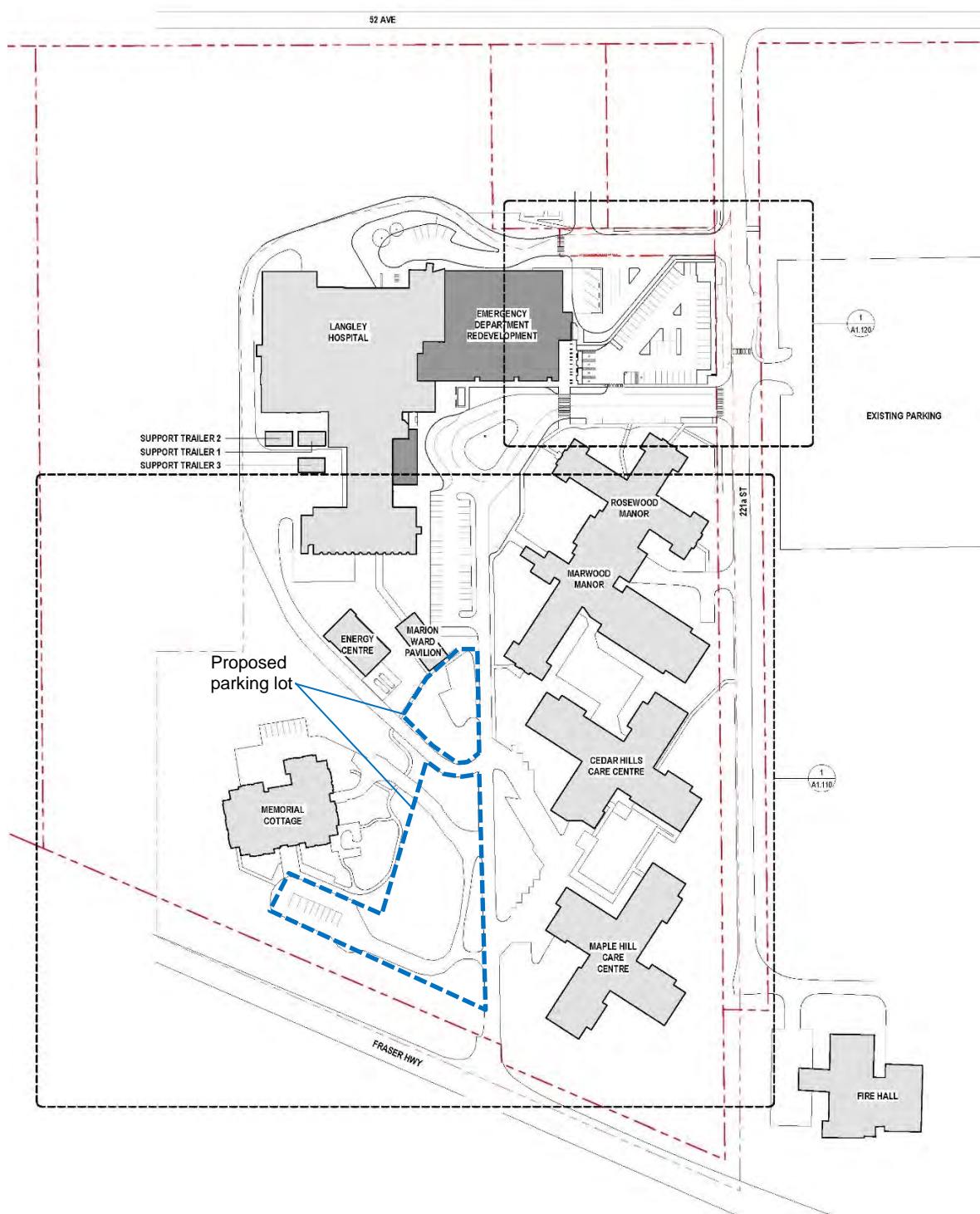
**ZONING BYLAW NO. 2500**



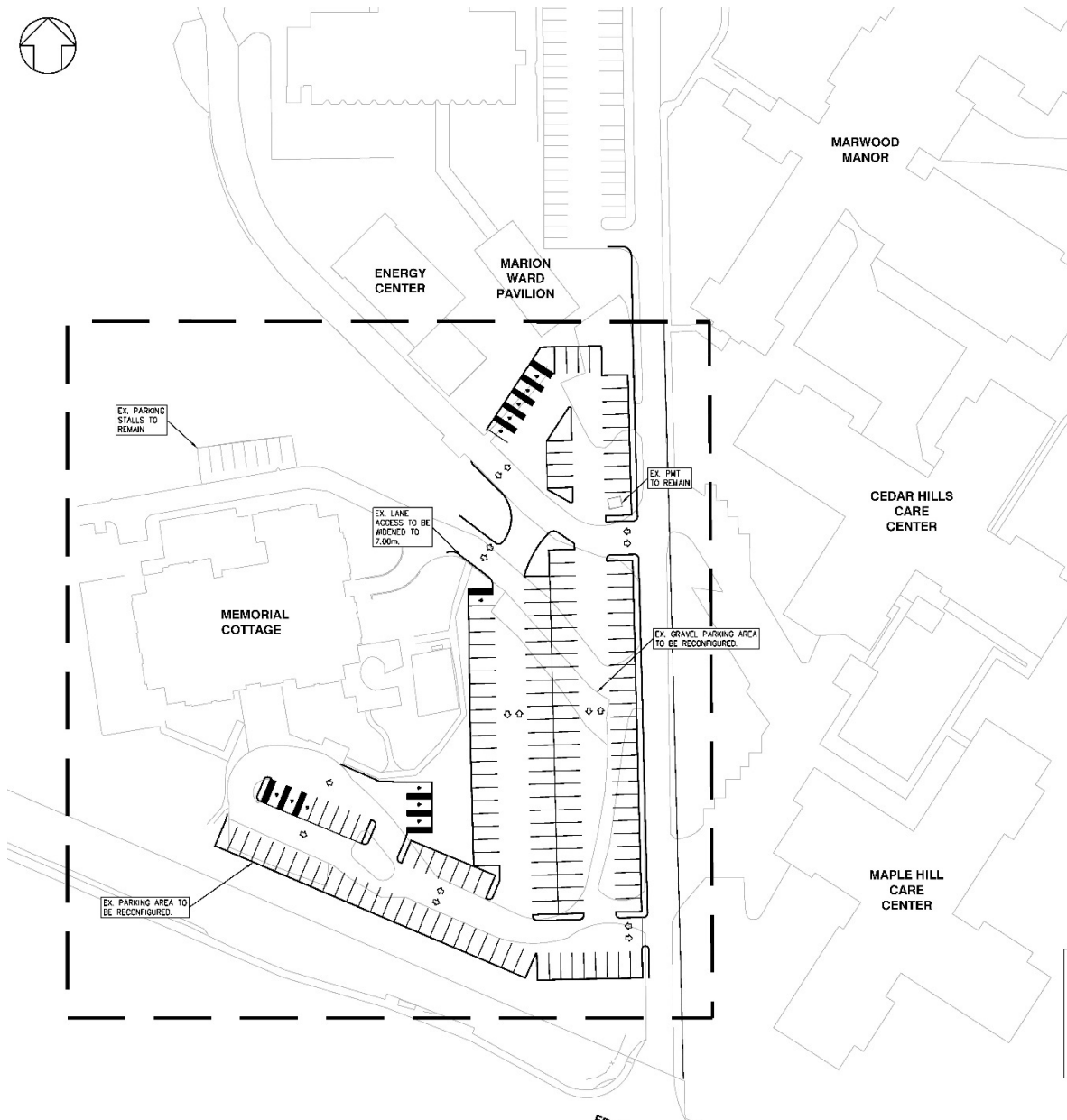
**Figure 1-1: Project Location**

**EMERGENCY DEPARTMENT REDEVELOPMENT PROJECT AND  
MRI INSTALLATION PROJECT LOCATIONS – SUBMITTED BY APPLICANT**





**SITE PLAN – SUBMITTED BY APPLICANT**



**CONCEPTUAL PLAN FOR NEW PARKING LOT – SUBMITTED BY APPLICANT**

**REFERENCE:**

<b>OWNER / APPLICANT:</b>	Fraser Health Authority 400 Central City Tower 13450 102 Avenue Surrey, BC V3T 0H1
<b>LEGAL DESCRIPTION:</b>	Lot 1 Except: Part Subdivided by Plan LMP23977, Section 6 Township 11 New Westminster District Plan LMP1711
<b>LOCATION:</b>	22051 Fraser Highway
<b>AREA:</b>	12.007 ha (29.67 ac)
<b>MURRAYVILLE COMMUNITY PLAN:</b>	Institutional
<b>EXISTING ZONING:</b>	Civic Institutional Zone P-1

**BACKGROUND/HISTORY:**

The Langley Memorial Hospital was originally constructed in 1948. The hospital has expanded to an acute care facility and Level IV trauma centre serving the residents of the Township and City of Langley. The Fraser Health Authority is currently expanding the hospital to include an expanded Emergency Department, an MRI addition, and a Hospice.

**DISCUSSION/ANALYSIS:**

The Fraser Health Authority has applied for a Development Variance Permit to reduce the number of required parking spaces and servicing requirements for the Emergency Department Redevelopment and MRI Installation Projects at the Langley Memorial Hospital. Proposed Development Variance Permit No. 100101 is included as Attachment A to this report.

The site is currently occupied by the Langley Memorial Hospital facility offering services out of five (5) main buildings. A 15 bed, 1,490 m<sup>2</sup> (16,036 ft<sup>2</sup>) hospice building is proposed to be added to the northwest portion of the hospital site (with access from 52 Avenue). The requested parking and servicing variances are associated only with the current Emergency Department Redevelopment and MRI Installation Projects at the main hospital building. Access to the main hospital building is from 221A Street.

**Adjacent Uses:**

- North: two medical office buildings (zoned P-1) and 52 Avenue beyond which are a rural property located in the Agricultural Land Reserve (zoned RU-3) and suburban residential properties (zoned SR-1).
- South: Fraser Highway beyond which are a townhouse and apartment building development (zoned CD-105), and the WC Blair Recreation Centre (zoned P-1).
- East: 221A Street beyond which are lots currently used for parking associated with the Langley Memorial Hospital, a vacant lot (zoned SR-1), and an apartment building (zoned CD-68). Fire Hall 6 is also located east of the subject site.
- West: Single family residential lots (zoned R-1D).

### Development Variance Permit:

The Fraser Health Authority is currently proceeding with plans to expand the main Langley Memorial Hospital building to include a redeveloped 2,756 m<sup>2</sup> (29,666 ft<sup>2</sup>) Emergency Department and a new 225 m<sup>2</sup> (2,422 ft<sup>2</sup>) MRI Department. The expansion includes reconfiguration of the hospital's existing main entrance (south of the new Emergency Department) with the new entrance to the Emergency Department moving to the east end of the expansion. As shown on the site plan included in this report, the single storey expansions are proposed on the east side of the existing building including lands currently occupied by the existing onsite Visitor/Patient Pay Parking lot. The hospital currently has 354 parking spaces on site and 710 parking spaces east of 221A Street (secured by easement).

The project includes a new driveway from 221A Street south of the new Emergency Department. The existing driveway to surface parking on the east side of 221A Street will be relocated to align with the new driveway as a component of the project. The existing driveway north of the Emergency Department will continue to provide access to the adjacent office buildings, ambulance access to the Emergency Department, and service access to the rear of the hospital building.

### Parking Variance:

As noted in the table below, the Zoning Bylaw requires 106 parking spaces for the Emergency Department Redevelopment and MRI Installation Projects. The proposed construction eliminates 156 parking stalls. The applicant is providing a new surface parking lot with approximately 121 parking stalls onsite as a component of the project. As a result, the proposal has an overall shortfall of 141 parking spaces.

Project	Gross Floor Area (m²)	Zoning Bylaw Parking Requirement	Required Parking Spaces
Emergency Department Redevelopment	2,756 m²	1 parking space per 28 m²	98
MRI Installation	225 m²		8
Total required parking spaces			106
Proposed parking spaces			121
Extra parking spaces			15
Parking spaces displaced by Emergency Department Redevelopment			-156
Parking variance			141

The subject variance is only applicable to the Emergency Department Redevelopment and MRI Installation Projects. Future development of the hospital lands will be required to comply with the parking provisions of the Zoning Bylaw in place at the time of application. The applicant indicates that future projects will address required parking.

The applicant has provided a Parking Study Memorandum (Attachment B) reviewing the existing and proposed parking at the overall hospital facility which notes the following:

*"... the overall parking supply at the Langley Memorial Hospital is expected to be sufficient in accommodating the parking demand after the project is completed."*



The Parking Study Memorandum recommends the following:

- *“Provide 121 new parking spaces in the proposed parking area near Memorial Cottage and enhance way-finding signs to direct employees and visitors to new parking spaces.*
- *Recognizing that the Township’s Zoning Bylaw does not have a parking requirement for a Hospital land use, the parking requirements from the neighbouring municipalities should be accepted for the project, particularly the City of Maple Ridge’s parking supply rate for a Hospital where it has similar transportation characteristics to the study site in the Township.*
  - *If the City of Abbotsford’s parking requirement for a Hospital is considered, then the overall site should have a surplus of 145 parking spaces after the project is complete.*
  - *If the City of Maple Ridge’s parking requirement for a Hospital is considered, then the overall site should still have a surplus of 115 parking spaces after the project is complete.*
- *Consider implementing TDM measures for the project such as reserving priority carpool parking spaces for staff near the project.*
- *If the Foundation parking lot is ever going to be redeveloped in a way that impacts its existing parking supply, the impacted parking spaces should be relocated to another location on-site and FHA should include the parking costs into the business case.”*

The Fraser Health Authority has committed to implementing these recommendations. Staff note that an opportunity exists to refine the parking requirements in the Zoning Bylaw for Hospitals and recommends that a review of the parking requirements be undertaken with Zoning Bylaw amendments forwarded to Council for consideration.

#### Servicing Variance:

The Subdivision and Development Servicing Bylaw requires the construction of the entire 221A Street road frontage of the site at time of building permit to the current standard. The current standard requires repaving as well as installation of curbs, gutters, sidewalks, boulevards, street trees and lighting along the west side of 221A Street. In this case, the frontage of the site extends from the existing driveway to 50 Avenue (approximately 348 m / 1,142 ft). As shown on the site plan, the Emergency Department Redevelopment and MRI Installation Projects are focused between the existing driveway and the new driveway to 221A Street (or approximately 90 m / 295 ft of the overall frontage).

Fraser Health has committed to completing that approximately 90 m (295 ft) portion of the roadworks between the existing and new driveways as a component of the Emergency Department Redevelopment and MRI Installation Projects. The subject variance provides Fraser Health the opportunity to complete the full frontage works on a phased basis in the coming years subject to funding availability. The proposed variance is only applicable to the proposed expansion project. Future development of the hospital lands will be required to comply with the servicing requirements of the Subdivision and Development Servicing Bylaw in place at the time of application. The applicant indicates that future projects will include servicing requirements.

**Public Information Meeting:**

In recognition of the community benefit of the Emergency Department Redevelopment and MRI Installation Projects, the requirement for the applicant to hold a public information meeting pursuant to Section 4.1 of the Development Held Public Information Policy (Policy No. 07-164) has been waived. Staff note that an opportunity for public input is provided through notification mail-outs to adjacent property owners/occupants consistent with Township bylaws.

**POLICY CONSIDERATIONS:**

The Emergency Department Redevelopment and MRI Installation Projects are in the interest of the Township of Langley as these projects will improve the medical services available to the community. Staff note that street parking in this area of Murrayville is limited and that Council has implemented measures in the neighbourhood with the objective of reducing conflicts associated with parking (for example, the introduction of time limited parking on the streets in the area).

The Fraser Health Authority recognizes the parking impacts in the neighbourhood and has further developed the site to maximize the available parking on-site through the addition of 121 parking spaces south of the main hospital building. The applicant has indicated that the next phase of expansion will address the parking requirements of the Zoning Bylaw in place at the time of expansion.

221A Street is currently built to a rural standard fronting the hospital site. Fraser Health has committed to constructing 221A Street to a full urban standard fronting the site as a phased project. The initial 90 m (295 ft) phase will be completed with the Emergency Department Redevelopment and MRI Installation Projects. Fraser Health has committed to working with the Township to complete the remaining works in the coming years as funding is available.

The subject variances are required to permit the current expansions to proceed. Staff recommend that Council issue Development Variance Permit No. 100101.

Respectfully submitted,

Teresa Hanson  
 SENIOR DEVELOPMENT PLANNER  
 for  
 COMMUNITY DEVELOPMENT DIVISION

ATTACHMENT A      Development Variance Permit No. 100101

ATTACHMENT B      Parking Variance Rationale provided by the Fraser Health Authority

## THE CORPORATION OF THE TOWNSHIP OF LANGLEY

Development Variance Permit No. 100101

This Permit is issued this \_\_\_\_\_ day of \_\_\_\_\_, 2019 to:

1. Name: Fraser Health Authority

Address: 400 Central City Tower  
13450 102 Avenue  
Surrey, BC V3T 0H1

2. This permit applies to and only to those lands within the Municipality described as follows and to any and all buildings, structures and other development thereon:

LEGAL DESCRIPTION: Lot 1 Except: Part Subdivided by Plan LMP23977, Section 6  
Township 11 New Westminster District Plan LMP1711

CIVIC ADDRESS: 22051 Fraser Highway

3. This Permit applies to and only to the following development on the above described lands: expansion of the main Langley Memorial Hospital building to include a redeveloped 2,756 square metre (29,666 square foot) Emergency Department and a new 225 square metre (2,422 square foot) MRI Department as shown on Schedule A. All other development and redevelopment on the lands described herein, including all further expansion or development of the Emergency Department and the MRI Department, will be required to comply with the parking provisions of the Zoning Bylaw in place at the time of application.
4. This Permit is issued subject to compliance with all of the Bylaws of the Municipality of Langley applicable thereto, except as specifically varied or supplemented by this permit as follows:
  - a. Section 107.3.b)iv) of the Township of Langley Zoning Bylaw 1987 No. 2500 being varied to reduce the required number of parking spaces by 141 parking spaces, subject to security of a Building Permit for an approximately 121 stall parking lot at the location shown in Schedule B, prior to acceptance of Final Inspection of the Building Permit for the Emergency Department Redevelopment Project.
  - b. Section 6.5 of the Township of Langley Subdivision and Development Servicing Bylaw 2011 No. 4861 being varied to reduce the required Works and Services to that 90 metre (295 feet) portion of the site between the existing driveway and the new driveway on 221A Street as shown on Schedule C, subject to the applicant entering into a Servicing Agreement for the noted Works and Services, prior to acceptance of Final Inspection of the Building Permit for the Emergency Department Redevelopment Project.
5. The land described herein shall be developed strictly in accordance with the terms, conditions and provisions of this Permit and any plans and specifications attached as a Schedule to this Permit which shall form a part hereof.

This Permit is not a Building Permit.

All developments forming part of this Development Variance Permit shall be substantially commenced within two years after the date the Development Variance Permit is issued.

This permit shall have the force and effect of a restrictive covenant running with the land and shall come into force on the date of an authorizing resolution passed by Council.

It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreement (verbal or otherwise) with the developer other than those in this Permit.

This Permit shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

AUTHORIZING RESOLUTION PASSED BY COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

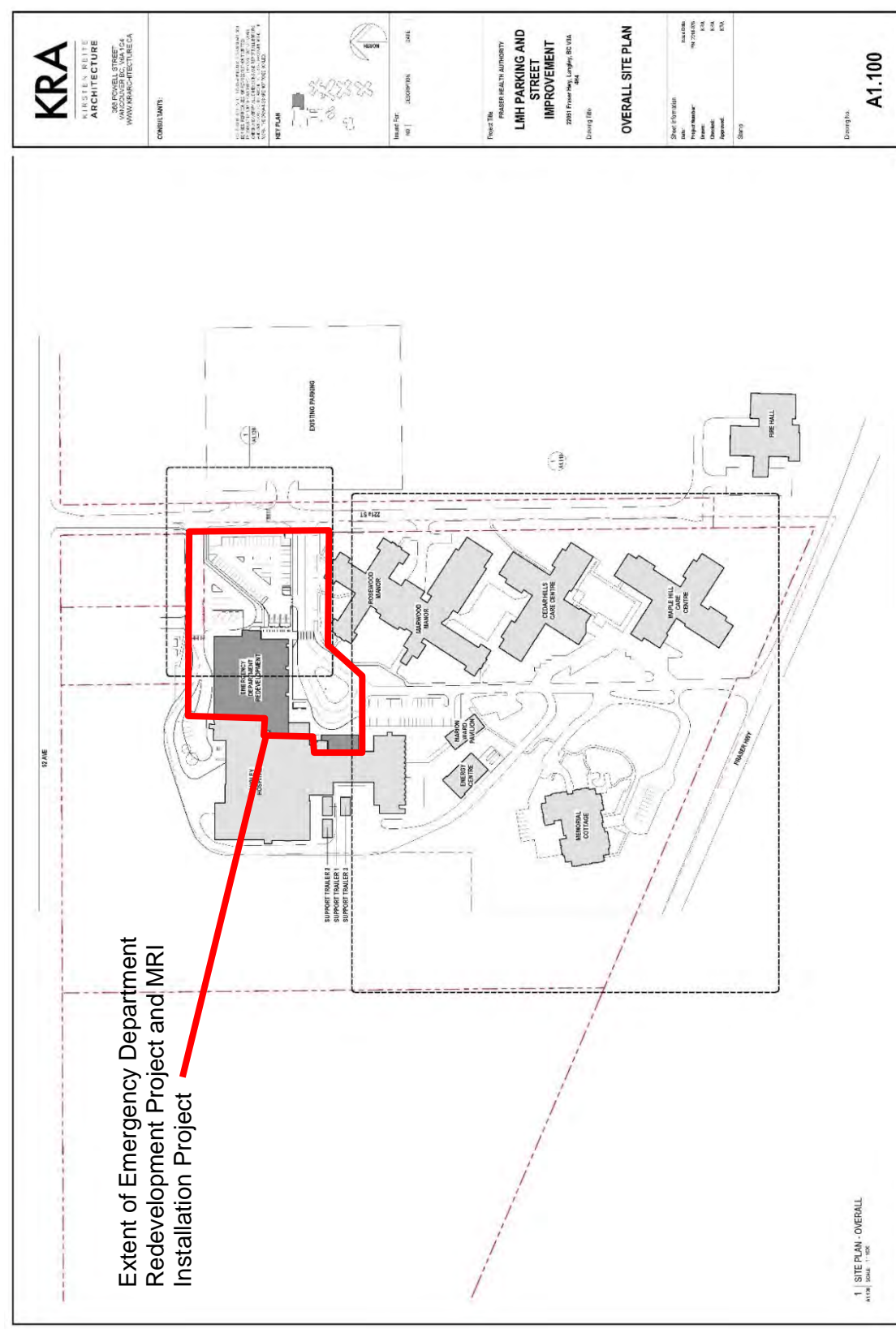
Attachments:

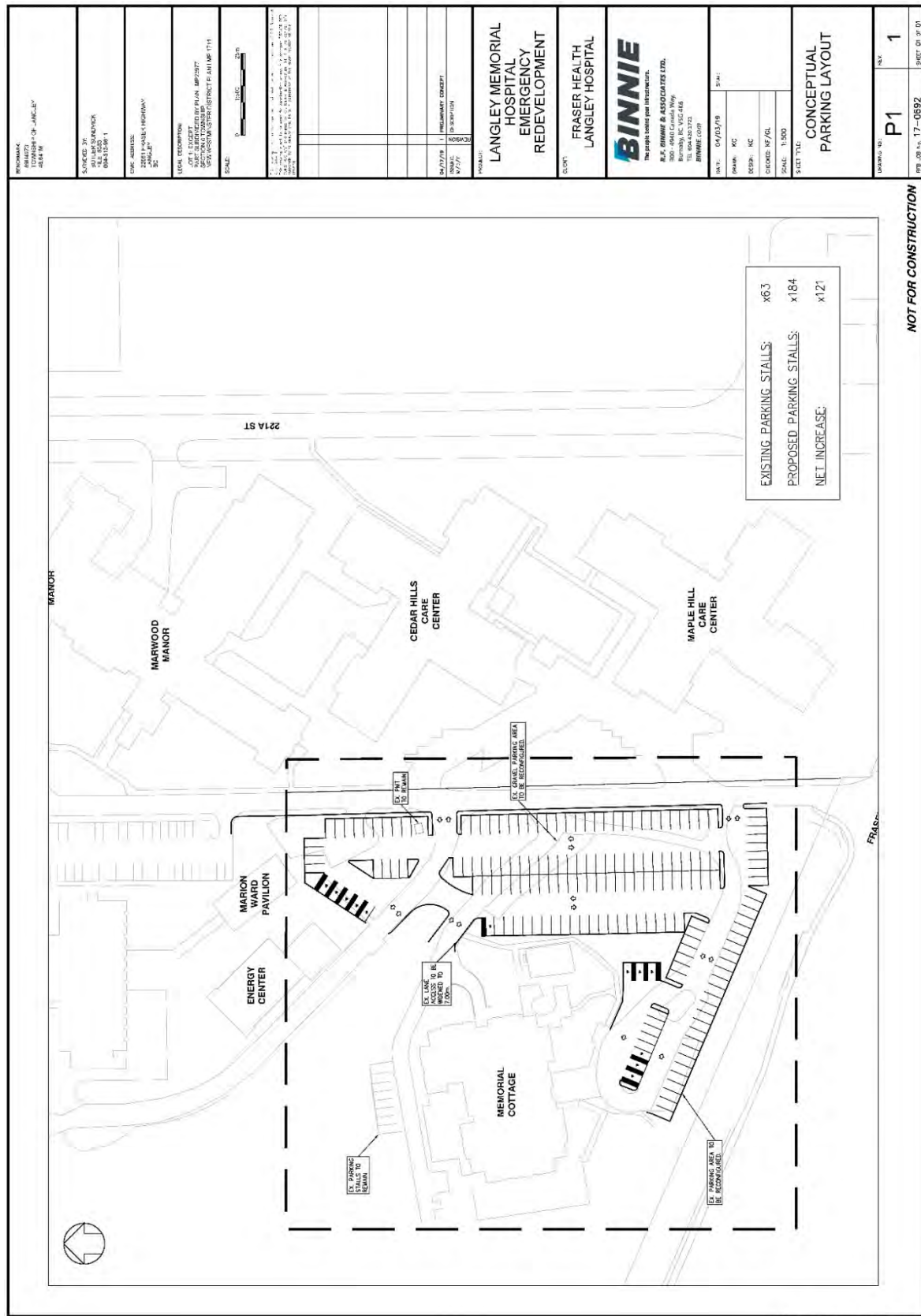
SCHEDULE A	Emergency Department Redevelopment and MRI Installation Projects Extent
SCHEDULE B	Preliminary Parking Lot Location
SCHEDULE C	Extent of Servicing Works





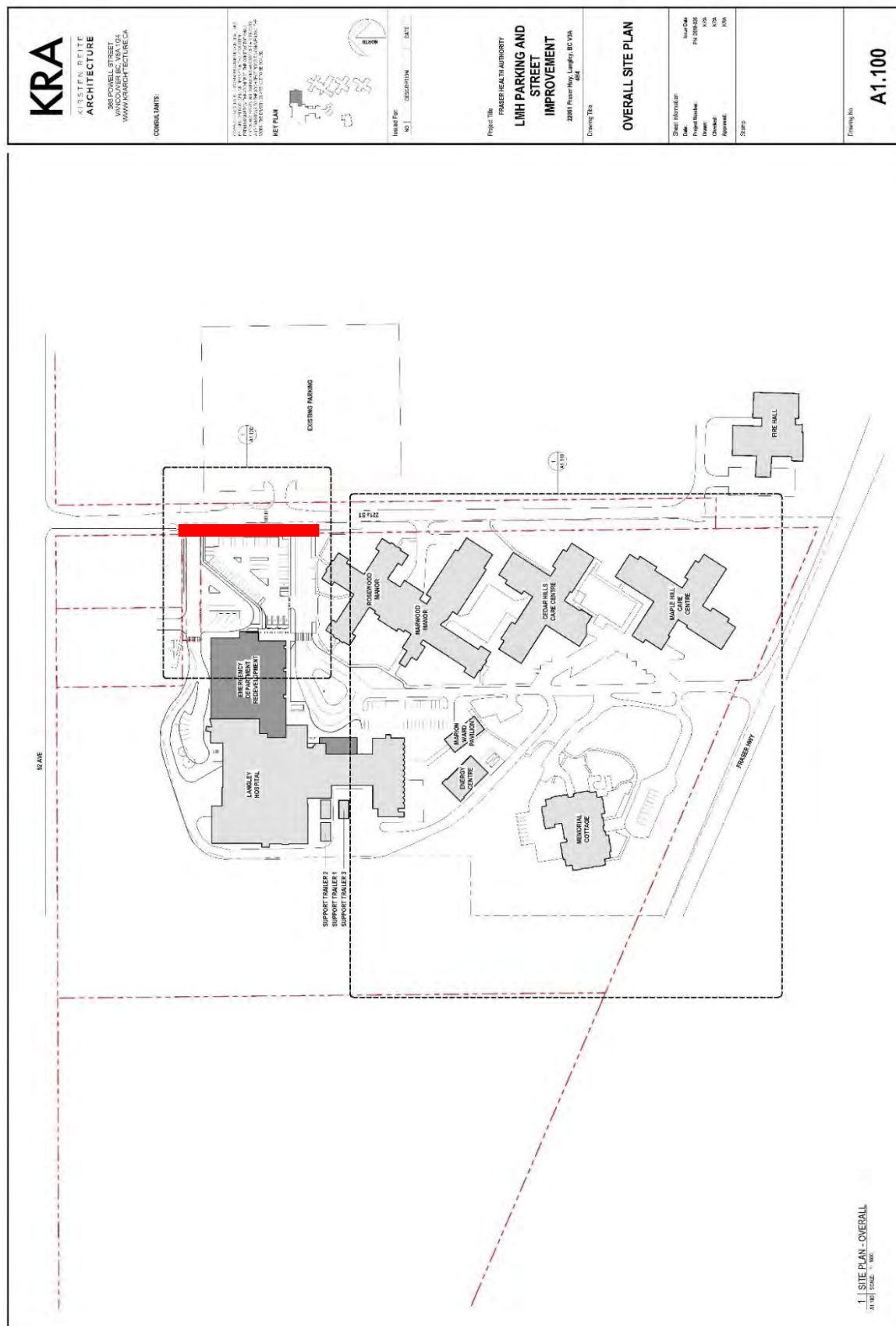
# SCHEDULE A EMERGENCY DEPARTMENT REDEVELOPMENT AND MRI INSTALLATION PROJECTS EXTENT





# SCHEDULE B PRELIMINARY PARKING LOT LOCATION







# Memorandum

To:	Julie Verville, Kirsten Reite Architecture George Cawdry, Fraser Health Authority	From:	James Craxton, Binnie Jonathan Ho, Binnie
Cc:	Ken Fung, Binnie Jonathan Poon, Binnie	Date:	April 29, 2018
Project Title:	Langley Memorial Hospital Emergency Department Expansion	File No.:	18-1153-05
Re:	Parking Study Memorandum – FINAL Rev.0		

## 1 BACKGROUND

R.F. Binnie & Associates Ltd. (Binnie) was retained by Kirsten Reite Architecture (the Client) to prepare a parking study for a proposed emergency department and magnetic resonance imaging (MRI) expansion at the Langley Memorial Hospital (the project) in the Township of Langley (the Township). The Owner of the project is the Fraser Health Authority (FHA). The project is expected to accommodate an additional 18 beds and 25 staff. The project is located at 22051 Fraser Highway, as shown in Figure 1-1. The proposed project site plan is attached in Appendix A.

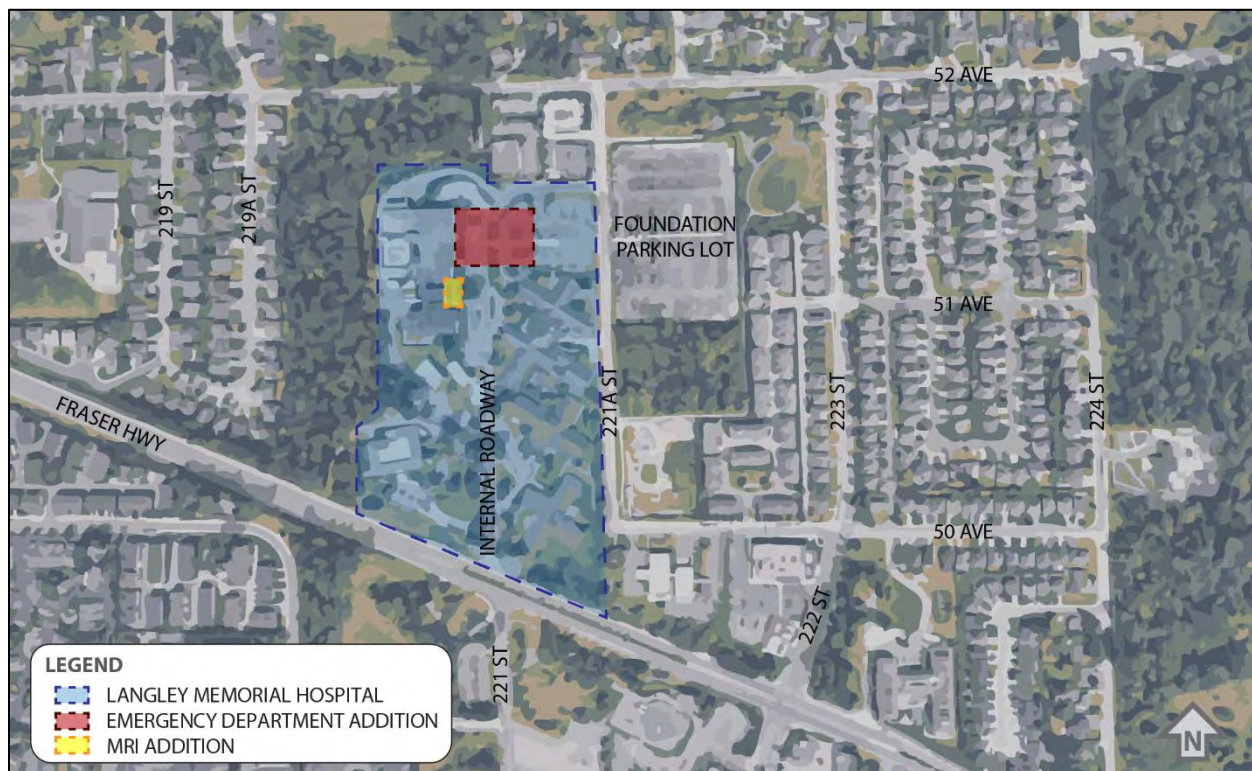


Figure 1-1: Project Location



The objectives of this parking study are to:

- Observe the existing on- and off-street parking supply and demand.
- Estimate the number of existing off-street parking spaces on site at LMH.
- Estimate the number of off-street parking spaces required by the project as per the **Township's** bylaw.
- Compare the off-street parking availabilities at full build-out of the project.
- Compare the **Township's** bylaw on off-street parking space rates with the requirements in neighboring municipalities.
- Propose transportation demand management (TDM) strategies to minimize parking demand associated with the project.

## 2 EXISTING CONDITIONS

### 2.1 Adjacent Road Network

The project is located on the north side of Fraser Highway in the community of Murrayville within the Township. The posted speed limit along the adjacent road network is 50 km/h unless otherwise stated. Each of the following sections provides details for the nearby roads including on-street parking restrictions. Figure 2-1 shows the on-street parking restrictions near the project site.

#### 2.1.1 Fraser Highway

Fraser Highway is a four-lane major arterial road that generally runs in an east-west direction with a posted speed limit of 70 km/h. It connects the Cities of Abbotsford, Langley, and Surrey with the Township. There is no stopping anytime on Fraser Highway. There is a right-in/right-out (RIRO) access to the Langley Memorial **Hospital's** internal roadway from Fraser Highway in the westbound direction only.

#### 2.1.2 221A Street

221A Street is a two-lane collector road that runs in a north-south direction from 50 Avenue to 52 Avenue. There is no on-street parking available on the roadway. 221A Street provides access to the internal roadway of the Langley Memorial Hospital, as well as the Foundation parking lot and the main parking lots.

#### 2.1.3 222 Street/223 Street

223 Street is a two-lane collector road that runs in a north-south direction from 50 Avenue to 52 Avenue. On-street parking is available on 223 Street and it is restricted to two-hours only between 8:00 AM and 5:00 PM. South of 50 Avenue, the roadway becomes 222 Street and it has a four-lane cross-section with no parking on either side.

#### 2.1.4 50 Avenue

50 Avenue is a two-lane collector road that runs in an east-west direction. There is restricted parking east of 223 Street and on the north side of the roadway, west of 223 Street. Parking is restricted to two-hours only between 8:00 AM and 5:00 PM. There are four unrestricted parking spaces on the north side of the roadway, just west of 223 Street.

#### 2.1.5 51 Avenue

51 Avenue is a two-lane local road that runs in an east-west direction. There is some unrestricted parking along 51 Avenue between 223 Street and 224 Street. This area was observed to have high parking demand during Binnie's site visit on the morning of March 27, 2019. The demand was observed to be low east of 223B Street. The walking distance to LMH from this area is 500 to 800 m.

### 2.1.6 52 Avenue

52 Avenue is a two-lane collector road that runs in an east-west direction. There is restricted parking available east of 223 Street and to two hours only between 8:00 AM and 5:00 PM. There is no parking on 52 Avenue west of 223 Street.

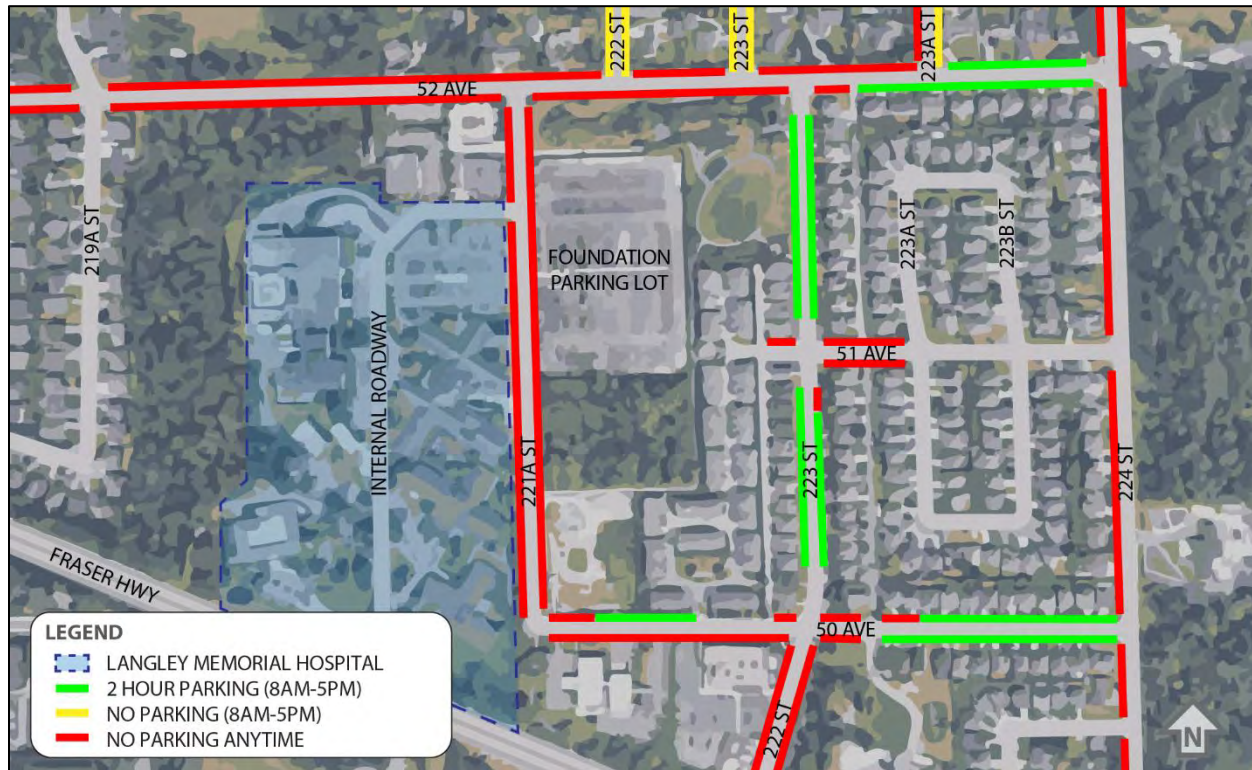


Figure 2-1: On-Street Parking Restrictions

## 2.2 Existing Site

The existing Langley Memorial Hospital site is zoned as a Government Institution under the Township's Zoning Bylaw. The project is within the Langley Memorial Hospital site and it is located by the existing main entrance, emergency department entrance, and partially on the current main parking lot.

## 2.3 Off-Street Parking

Langley Memorial Hospital has several pay-parking lots throughout the site. Figure 2-2 shows the locations of the parking lots. Table 2-1 provides a summary of the number of existing spaces at the Langley Memorial Hospital. There are approximately 1,064 parking spaces available on-site based on Binnie's preliminary estimate.





Figure 2-2: Parking Lot Locations

Table 2-1: Existing Off-Street Parking

Parking Lot	Existing Stalls
Foundation Parking Lot	710
Main Parking Lot	203
Emergency Parking Lot	14
Physicians Lot	41
Rosewood/Marwood Complex Care	5
Maple Care Centre	22
Marion Ward	11
Energy Centre	2
Memorial Cottage	52
South Loading Dock	4
Total	1,064

During Binnie's site visit on March 27, 2019, parking demand was generally observed to be high in the parking spaces closest to the Langley Memorial Hospital building. A portion of the main parking lot was closed due to construction and the remaining parking spaces were all occupied. Anecdotally, the parking on-site includes some spillover demand from the adjacent businesses located just north of Langley Memorial Hospital.

The on-site construction office was temporarily set up in the Foundation parking lot, occupying approximately 24 parking spaces. The percentage of observed unused parking spaces in the Foundation parking lot was estimated to be 30%, which is consistent with the information provided by the FHA in that 35% of parking spaces in the Foundation parking lot are generally unoccupied on regular work days. The observations may also be conservative in that an unknown number of parking spaces might be used by the construction workers.

The remaining smaller parking lots throughout the site were observed to have high parking demand with minimal residual capacity, e.g., less than 10% of the parking spaces being unused.

## 2.4 Transit Services

TransLink provides two bus routes that have stops located within a ten-minute walking distance of the Langley Memorial Hospital:

- Route #503 Surrey Central/Aldergrove – This bus route operates between Surrey Central SkyTrain station and Aldergrove. The bus travels along and stops on Fraser Highway within the Langley Memorial Hospital area. In general, the bus operates every once half hour. The eastbound bus stop is located on the south side of Fraser Highway and requires crossing at 222 Street.
- Route#560 Murrayville/Langley Centre – This bus route operates between the City of Langley's City Centre and the Murrayville and Brookwood communities within the Township. The bus stops are located on 221A Street between the Foundation and main parking lots. The frequency of this bus route is once per hour per direction.

## 2.5 Pedestrian and Cyclist Accommodations

Pedestrian facilities are provided within the study site, the Foundation parking lot, and most of the surrounding road network. 221A Street provides several short, interrupted sidewalks.

Fraser Highway provides shoulder bicycle lanes in both directions. Bicycle racks and a secured bicycle storage area are provided at the main entrance to the Langley Memorial Hospital.



### 3 PROJECT CONDITIONS

#### 3.1 Proposed Development Concept

The project is located on the Langley Memorial Hospital site and it includes a new 2,756 sq.m. emergency department and a 225 sq.m. MRI facility. The proposed site plan is provided in Appendix A.

The project is expected to accommodate an additional 18 new beds and 25 new full-time staff. There are typically three shifts per day during the week for staff so not all staff will be arriving or leaving the site at the same time; however, there could be potential overlap in staff trips during shift changes.

Based on the site plan provided by the Client, the project will expand eastward from the current emergency department entrance and onto part of the existing main parking lot, which will be reconfigured as part of the project. The reconfiguration is expected to reduce the parking spaces available in the main and emergency parking lots by 156 spaces. In order to address these parking impacts, the existing 55-space Memorial Cottage and 11-space Marion Ward parking areas are being reconfigured to provide 121 additional parking spaces; as a result, this new parking lot will provide a total of 184 spaces. The proposed location and configuration for additional parking is shown in Appendix B.

Overall, there is a net loss of 35 parking spaces in the existing parking supply resulting from the project.

#### 3.2 Site Access

The existing access to the internal roadway on 221A Street will be reconfigured for two-way access to the ambulance entrance. The existing access to the adjacent parking lots just north of the Langley Memorial Hospital will also be retained. A new two-way access to the internal roadway on 221A will be constructed just south of the main parking lot. The existing access to the Foundation parking lot will be realigned with the new internal roadway access.

#### 3.3 Pedestrian and Cycling Accommodation

Pedestrian facilities including sidewalks with letdowns and crosswalks will be provided along the internal roadway and on 221A Street, adjacent to the reconfigured main parking lot.

The proposed development is expected to provide five additional secured (Class A) bicycle spaces. The existing number of Class B bicycle spaces will be maintained but the existing bicycle racks will need to be relocated. The project will provide end-of-trip facilities in the form of change rooms, showers, and lockers to be used by staff.

#### 3.4 Transit Services

Based on the information provided on the TransLink website, there are currently no planned changes to the transit routes within the area; however, the #560 bus route may receive extended service as **part of Phase Two of TransLink's Ten-Year Vision**.

### 4 OFF-STREET PARKING

#### 4.1 Township Bylaw Requirement

The off-street parking requirements for the project are based on the parking rate for a Government Institution that were observed in the **Township's** Zoning Bylaw No 2500, 1987:

- one space per 28 sq.m. of GFA.

The emergency department addition is expected to require 98 parking spaces based on a GFA of 2,756 sq.m. and the MRI is expected to require eight spaces based on a GFA of 225 sq.m. According to the **Township's bylaw**, the project is expected to require a total of 106 parking spaces.

As discussed in Section 3.1, the project is expected to have a net loss of 35 parking spaces; therefore, the study site is expected to have a parking supply shortfall of 141 parking spaces upon completion of the project.

## 4.2 Residual Parking in Foundation Park Lot

As noted in Section 2.3, **Binnie's field observations found that** the Foundation parking lot had a 70% utilization rate; therefore, approximately 213 parking spaces were found to be unused in the Foundation parking lot. **Binnie's observations were** consistent with the information provided by the FHA based on its parking data.

Comparing the 213 observed unused parking spaces with the parking supply shortfall of 141 spaces, it is estimated that the overall site would have a surplus of 72 parking spaces. A summary of the off-street parking provisions and requirements is provided in Table 4-1.

Table 4-1: Summary of Off-Street Parking

Total Existing Spaces	1064
Total Spaces Impacted by ED +MRI	-156
New Spaces Provided by Reconfigured Memorial Cottage Parking Lot	121
Subtotal	1029
Net Parking Supply (Compared to Existing)	-35
Total Required Spaces (ED + MRI only)*	106
Surplus / <b>Shortfall</b>	-141
Observed Unused Parking Spaces in Foundation Lot	213
Effective Surplus / <b>Shortfall</b>	72

\*As required by the Township's Zoning Bylaw No 2500, 1987

## 4.3 Neighbouring Municipality Bylaw Requirements

The parking bylaw requirement of the Township for the project was compared with several neighbouring municipalities. Table 4-2 shows a summary of the comparison including the number of parking spaces that would be required for the project if those parking rates are to be used. The study notes that the neighbouring municipalities have land use categories designated for Hospital with substantially lower parking supply rates than the Township under the Government Institution land use.

Table 4-2: Bylaw Requirements of Neighbouring Municipalities

Municipality	Land Use	Rate		Emergency Department		MRI		Total Spaces Required
				m <sup>2</sup> GFA	Spaces	m <sup>2</sup> GFA	Spaces	
Township of Langley	Government Institution	0.036	per m <sup>2</sup> GFA	2,756	98	225	8	106
Abbotsford	Hospital	0.011	per m <sup>2</sup> GFA		31		2	33
City of Surrey	Hospital	0.010	per m <sup>2</sup> GFA		28		2	30
Maple Ridge	Public Hospital	0.021	per m <sup>2</sup> GFA		59		5	63

#### 4.4 Traffic Demand Management

In an effort to reduce future parking demand, it is recommended that FHA considers reserving several parking spaces near the main entrance for staff carpool. The encouragement for staff to carpool may reduce the number of parking spaces occupied by staff vehicles.

The FHA is planning to implement an employee transit incentive program to encourage staff to switch to taking transit to work; as a result, the on-site parking demand may be further managed.

### 5 CONCLUSION AND RECOMMENDATIONS

#### 5.1 Conclusion

The purpose of this study is to evaluate the off-street parking requirements of the proposed project. The proposed addition is expected to accommodate 18 new beds and 25 new staff at its full build-out.

A summary of the study findings are as follows:

- Existing on-street parking demand was observed to be high in unrestricted areas, but unrestricted parking areas are less prominent than areas with parking restrictions. Most prime parking locations within a 700 m walking distance of the **site's** main entrance have parking restrictions implemented already.
- There is currently a total of 1,064 off-street parking spaces located within the Langley Memorial Hospital **based on Binnie's desktop review and field observations**.
- Existing off-street parking supply was observed to be adequate with approximately 30% of spaces in the Foundation parking lot remained unused, which translates to approximately 213 parking spaces.
- The proposed development is expected to impact 156 parking spaces; however, 121 parking spaces are expected to be reintroduced; therefore, a net loss of 35 parking spaces on-site is anticipated.
- The **Township's** Zoning Bylaw for a Government Institution requires one space per 28 sq.m. GFA, resulting in the project requiring 106 new parking spaces.
- Neighbouring municipalities typically require less off-street parking for a Hospital land use than the Township. The City of Abbotsford requires 0.011 parking space per each sq.m. of GFA, while the City of Maple Ridge requires 0.021 parking space per each sq.m. of GFA. Both municipalities have similar traffic patterns to that in the Township, particularly the City of Maple Ridge where the Ridge Meadows Hospital is location in an area with similar transportation characteristics.
- The project is expected to provide five additional secured (Class A) bicycle spaces and end-of-trip facilities for staff.
- The on-site parking supply is highly dependent on the Foundation parking lot, which is not expected to be redeveloped in a way that impacts its existing parking supply.
- Comparing the existing parking supply and its residual capacity, the site is expected to have a surplus of 72 parking spaces; therefore, the overall parking supply at the

Langley Memorial Hospital is expected to be sufficient in accommodating the parking demand after the project is completed.

## 5.2 Recommendations

Based on the study findings described above, the following recommendations are provided to support the project:

- Provide 121 new parking spaces in the proposed parking area near Memorial Cottage and enhance way-finding signs to direct employees and visitors to new parking spaces.
- **Recognizing that the Township's Zoning Bylaw does not have a parking requirement for a Hospital land use**, the parking requirements from the neighbouring municipalities should be accepted for the project, particularly the **City of Maple Ridge's parking supply rate for a Hospital** where it has similar transportation characteristics to the study site in the Township.
  - If the City of Abbotsford's parking requirement for a Hospital is considered, then the overall site should have a surplus of 145 parking spaces after the project is complete.
  - If the City of Maple Ridge's parking requirement for a Hospital is considered, then the overall site should still have a surplus of 115 parking spaces after the project is complete.
- Consider implementing TDM measures for the project such as reserving priority carpool parking spaces for staff near the project.
- If the Foundation parking lot is ever going to be redeveloped in a way that impacts its existing parking supply, the impacted parking spaces should be relocated to another location on-site and FHA should include the parking costs into the business case.

## 6 CLOSING

We trust you find the above suitable for your needs. Should you have any questions or comments on the information contained herein, please do not hesitate to contact the undersigned.

Prepared by:



James Craxton  
Engineering Assistant

Reviewed by:



Jonathan Ho, P.Eng., PTOE  
Traffic Services Division Manager

Att.: Appendix A: Site Plan

Appendix B: Draft Memorial Cottage Parking Lot Reconfiguration Plan

Appendix C: Langley Memorial Hospital Foundation Parking Lot Covenants and Easements

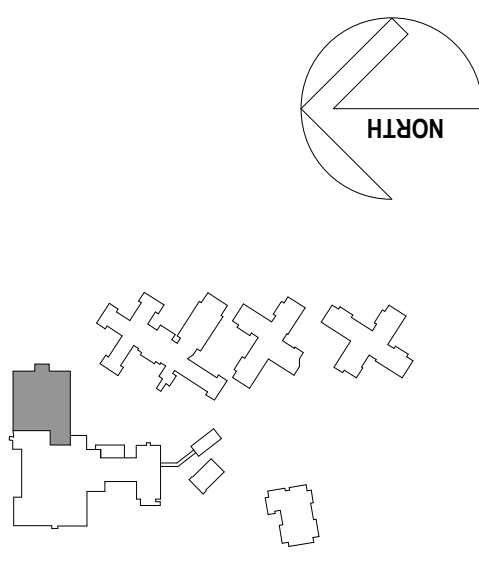


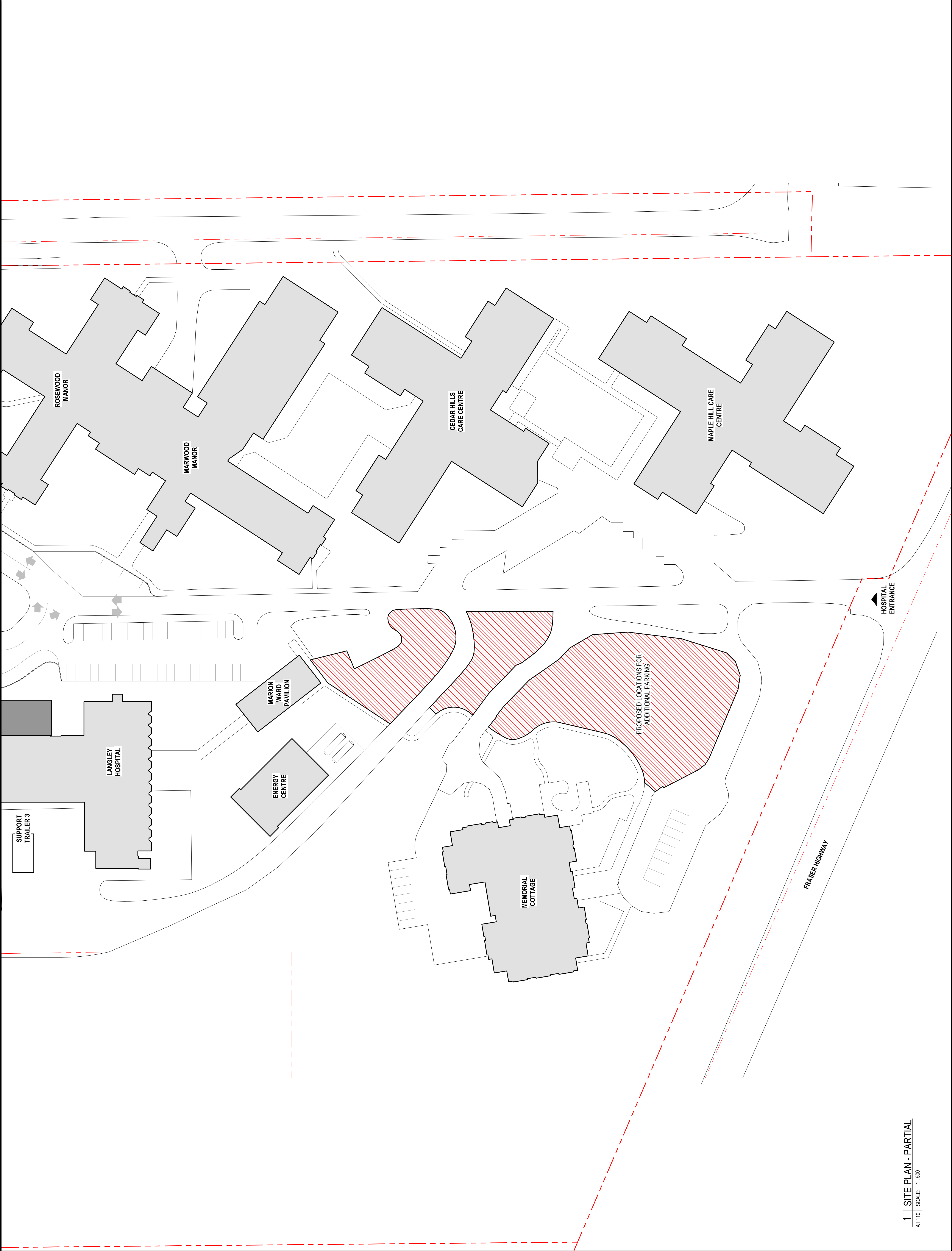
## APPENDIX A

### SITE PLAN





<div><div>KRA</div><div>KIRSTEN REITE ARCHITECTURE</div><div>368 POWELL STREET VANCOUVER BC, V6A 1G4 WWW.KRARCHITECTURE.CA</div></div>		CONSULTANTS:		<p>COPYRIGHT RESERVED. THIS DRAWING AND DESIGN SHALL NOT BE USED, REPRODUCED, OR REVISED WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, CHECKS AND REPORT ALL ERRORS AND OMISSIONS TO THE ARCHITECT PRIOR TO COMMENCING THE WORK. THE DRAWINGS ARE NOT TO BE SCALED.</p>		<div><div>KEY PLAN</div><div></div></div>		<div>Issued For:</div> <table><tr><td>NO</td><td>DESCRIPTION</td><td>DATE</td></tr><tr><td> </td><td> </td><td> </td></tr></table>		NO	DESCRIPTION	DATE				<div>Project Title</div> <div>FRASER HEALTH AUTHORITY</div> <div>LMH PARKING AND STREET IMPROVEMENT</div> <div>22051 Fraser Hwy, Langley, BC V3A 4H4</div>		<div>Drawing Title</div> <div>EXISTING SITE PLAN WITH PROPOSED LOCATION FOR ADDITIONAL PARKING</div>		<div>Sheet Information</div> <div><div>Date:</div><div>Project Number:</div><div>Drawn:</div><div>Checked:</div><div>Approved:</div></div> <div><div>Issue Date</div><div>PN: 2018-026</div><div>KRA</div><div>KRA</div><div>KRA</div></div>		Stamp		<div>Drawing No.</div> <div>A1.110</div>	
NO	DESCRIPTION	DATE																							



1 | SITE PLAN - PARTIAL  
A1.110 | SCALE: 1:500



## APPENDIX B

### DRAFT MEMORIAL COTTAGE PARKING LOT RECONFIGURATION PLAN





## APPENDIX C

### LANGLEY MEMORIAL HOSPITAL FOUNDATION PARKING LOT COVENANTS AND EASEMENTS

98 JUN -5 15 08

BM160725

LAND TITLE OFFICE  
NEW WESTMINSTERLAND TITLE ACT  
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

Page 1 of 6 pages

## 1. Application: (Name, address, phone number and signature of authorized agent)

Mr. Rod Edwards, Municipal Clerk, The Corporation of the  
Township of Langley, 4914 - 221st, Langley, B. C. V3A 3Z8  
Telephone - 634-3211Rod Edwards ROD EDWARDS

## 2. Parcel Identifier(s) and Legal Description(s) of Land: \*

22 98/06/05 15:03:51 02 NW  
CHARGE076184  
\$55.00(PID)  
Unknown(Legal Description)  
Lots 2 and 4, Section 6, Township 11, New Westminster  
District, Plan LMP 382883. Nature of Interest  
Description \*

COVENANT - SECTION 219

Document Reference \*  
(page and paragraph)  
ENTIRE INSTRUMENTPerson Entitled  
to Interest \*  
TRANSFeree

## 4. Terms Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms ☐ D.F. No.  
(b) Express Charge Term ☒ Annexed as Part 2  
(c) Release ☐ There is no Part 2 to this instrument.

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.  
If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

## 5. Transferor(s): \* LANGLEY MEMORIAL HOSPITAL FOUNDATION, Inc. No. 20111, of 22051 - Fraser Highway, Langley, B. C. V3A 4H4.

## 6. Transferee(s): (including postal address(s) &amp; code) \*

THE CORPORATION OF THE TOWNSHIP OF LANGLEY, a Municipal Corporation under the  
Municipal Act having its municipal offices and address at 4914 - 221st Street, Langley, British  
Columbia V3A 3Z8

## 7. Additional or Modified Terms: \*

N/A

\* If space insufficient enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D.

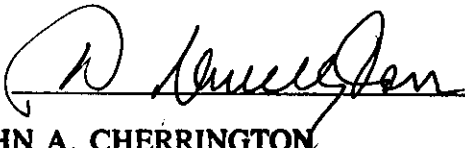
WESTERN LEGAL  
INFORMATION SERVICES INC



**LAND TITLE ACT  
GENERAL INSTRUMENT - PART 1**

8. **Execution (s):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.\*\*

**Officer Signature(s)**




**JOHN A. CHERRINGTON**  
9067 CHURCH STREET,  
PORT LANGLEY, B.C. V0X 1J0  
BARRISTER & SOLICITOR

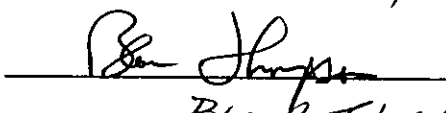
**EXECUTION DATE**

Y	M	D
98	05	22

**AUTHORIZED SIGNATORY OF  
LANGLEY MEMORIAL  
HOSPITAL FOUNDATION**



**TANIS CULLEY**



**BLAIR THOMPSON**

**OFFICER CERTIFICATION**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, C. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.



\* If space insufficient enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D.



Page 3 of 6 pages

**LAND TITLE ACT  
FORM D****EXECUTIONS CONTINUED**

Officer Signature(s)	EXECUTION DATE			AUTHORIZED SIGNATORY OF THE CORPORATION OF THE TOWNSHIP OF LANGLEY
	Y	M	D	
 <b>GRETA SOO</b> 4914 - 221 Street Langley, B.C. A Commissioner for taking Affidavits for British Columbia as to the Authorized Signature of The Township of Langley	98	5	27	 <b>MARK BAKKEN,</b> DEPUTY MUNICIPAL CLERK

**OFFICER CERTIFICATION**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, C 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**TERMS OF INSTRUMENT - PART II****COVENANT - SECTION 219 OF THE LAND TITLE ACT**

**THIS AGREEMENT** made the *27<sup>th</sup>* day of *May*, 1998,

**BETWEEN:**

**LANGLEY MEMORIAL HOSPITAL FOUNDATION,  
Inc. No. 20111,  
of 22051 Fraser Highway,  
Langley, B. C. V3A 4H4**

(Hereinafter called the "Covenantor")

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY,  
a Municipal Corporation under the "Municipal Act," R.S.B.C. 1979,  
and having its municipal offices at 4914 - 221st Street,  
in the Municipality of Langley, Province of British Columbia V3A 3Z8**

(Hereinafter called the "Municipality")

**WHEREAS:**

- A. The Covenantor is the registered owner of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and more particularly known and described as follows:

Parcel Identifier: Unknown

Lots 2 and 4, Section 6, Township 11, New Westminster District, Plan LMP 38288.

(Hereinafter called the "said lands").

- B. Section 219 of the Land Title Act provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to the land, in favour of the municipality or the Crown, and that the covenant is enforceable against the Covenantor and the successors in title of the Covenantor.
- C. A covenant registerable under Section 219 of the Land Title Act may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.
- D. The Covenantor agrees to the restrictions in the use of the said lands on the terms and conditions herein provided for.

## Page 5 of 6 pages

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** pursuant to Section 219 of the Land Title Act, and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar (\$1.00) now paid by the Municipality to the Covenantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that the said lands shall not be used or built on except in accordance with this Covenant as follows:

1. **THE COVENANTOR COVENANTS AND AGREES** with the Municipality that:
  - a) the said lands or any part thereof shall not be developed, redeveloped, used, or built upon in any manner for a single family dwelling or a temporary accessory dwelling;
  - b) the Covenantor shall not sell, transfer, convey, assign or lease any part of its interest in the said lands or any portion thereof until the Covenantor provides notice (whether written or otherwise) to each prospective purchaser, purchaser or lessee thereof, as the case may be, of the terms and conditions herein provided for.
2. **IT IS MUTUALLY UNDERSTOOD**, agreed and declared by and between the parties hereto that:
  - a) nothing contained or implied herein shall in any way restrict or abrogate and shall not be deemed to restrict or abrogate, the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, in its absolute discretion, and in accordance with its lawful powers and duties;
  - b) the burden of the covenants herein provided for shall run with the said lands and will be personal and binding upon the Covenantor during the Covenantor's seisen of or ownership of any interest in the said lands;
  - c) except as agreed to by the Municipality, this Agreement shall be a first charge against the said lands and run with the said lands;
  - d) notwithstanding anything to the contrary, the Covenantor shall not be liable under any breach of any covenants and agreements contained herein after the Covenantor ceases to have any further interest in the said lands;
  - e) the Covenantor will deliver, after execution hereof, this Agreement to the Municipality in a form acceptable as a Section 219 Covenant and concurrently such instruments of priority as may be necessary to give this Agreement priority over all financial charges and encumbrances which may have been registered against the title to the said lands at the time of submitting this Agreement for registration in the applicable Land Title Office, save and except those specifically approved in writing by the Municipality or in favour of the Municipality;
  - f) the fee simple estate in and to the said lands will not pass or vest in the Municipality under or by virtue of these presents and the Covenantor may fully use and enjoy the said lands except only for the requirements provided for in this Agreement;

- g) the Covenantor and its successors and assigns shall at all times indemnify and save harmless the Municipality from and against all claims, demands, actions, suits, loss, costs, fines, penalties, charges, damages and expenses including legal fees and litigation expenses whatsoever which the Municipality may incur, suffer or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Covenantor contained in this Agreement;
- h) the covenants and agreements on the part of the Covenantor and herein provided for have been made by the Covenantor as contractual obligations as well as having been made pursuant to Section 219 and as such will be binding on the Covenantor;
- i) nothing herein provided for shall be deemed to constitute waivers of any lawful requirements with which the Covenantor would otherwise be obligated to comply with;
- j) no amendment of, addition to, or discharge of this Agreement shall be binding upon the parties hereto unless it is in writing and executed by the parties hereto;
- k) if any provision provided for in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained therein and such other provisions shall be enforceable to the fullest extent permitted by law;
- l) the Municipality, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies, including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement;
- m) the Covenantor shall pay for the preparation and registration, if applicable, of this Agreement together with any concurrent instruments of priority as herein provided for and any amendment, addition or discharge thereof;
- n) wherever the singular, masculine or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic according to the context in which it is used;
- o) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- p) this Agreement shall enure to the benefit of and be binding upon the Covenantor, the Municipality and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day, month and year first above written.

**END OF DOCUMENT**

**LAND TITLE ACT  
FORM C (Section 233) CHARGE**

Sep-04-2013 12:46:36.002

**CA3330988 CA3330989****GENERAL INSTRUMENT - PART 1 Province of British Columbia**

1376412750 PAGE 1 OF 11 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Christopher  
Alan Becker  
2HMEVA

Digitally signed by Christopher Alan  
Becker 2HMEVA  
DN: c=CA, cn=Christopher Alan  
Becker 2HMEVA, o=Lawyer, ou=Verify  
IDat=www.juricert.com/LKUP.cfm?  
id=2HMEVA  
Date: 2013.08.26 17:06:38 -0700

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Kuhn LLP

Legal Counsel

100-32160 South Fraser Way

Abbotsford

BC V2T 1W5

Telephone: 604-864-8877

File No.: 252-0007 Easement re: Parking  
Services

Document Fees: \$147.00

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**SEE SCHEDULE**STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

**SEE SCHEDULE**

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

**LANGLEY MEMORIAL HOSPITAL FOUNDATION (INC. NO. 20111)**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

**SEE SCHEDULE**

7. ADDITIONAL OR MODIFIED TERMS:

n/a

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Christopher A. Becker

Barrister &amp; Solicitor

100-32160 South Fraser Way

Abbotsford, BC V2T 1W5

Telephone: 604-864-8877

Execution Date

Y	M	D
13	08	14

Transferor(s) Signature(s)

Langley Memorial Hospital  
Foundation, by its authorized  
signatory(ies):

Deanna Horn

Dwayne Weidendorf

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



**LAND TITLE ACT  
FORM D****EXECUTIONS CONTINUED**

PAGE 2 of 11 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Glen David Kirk

Commissioner for Taking Affidavits in BC

#400-13450 102nd Ave

Surrey, BC V3T 0H1

Expiry Date: May 31, 2016

Y	M	D
13	08	14

Fraser Health Authority, by its  
authorized signatory:\_\_\_\_\_  
Peter GoldthorpeVP Capital Projects Real Estate &  
Facilities**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D****EXECUTIONS CONTINUED**

PAGE 3 of 11 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Denise Heichert

Commissioner for Taking Affidavits in BC

Township of Langley

Expiry Date: May 31, 2016

20338 - 65 Avenue

Langley, BC V2Y 3J1

Y	M	D
13	08	19

The Corporation of the Township of  
Langley, by its authorized signatory:\_\_\_\_\_  
Mark Bakken

Deputy Township Clerk

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM E****SCHEDULE**PAGE 4 OF 11 PAGES

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**024-176-303 LOT 2 SECTION 6 TOWNSHIP 11 NEW WESTMINSTER DISTRICT PLAN  
LMP38288**

STC? YES ☐

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**024-176-320 LOT 4 SECTION 6 TOWNSHIP 11 NEW WESTMINSTER DISTRICT PLAN  
LMP38288**

STC? YES ☐

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

LAND TITLE ACT  
FORM E  
SCHEDULE

PAGE 5 OF 11 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Dominant Tenement REGISTERED OWNER OF PID: 017-488-486, LOT 1 EXCEPT: PART SUBDIVIDED BY PLAN LMP23977, SECTION 6 TOWNSHIP 11 NEW WESTMINSTER DISTRICT PLAN LMP1711, Page 8 Paragraph 1

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		THE CORPORATION OF THE TOWNSHIP OF LANGLEY Page 10 Paragraph 8

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**LAND TITLE ACT  
FORM E**

**SCHEDULE**

**PAGE 6 OF 11 PAGES**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE TOWNSHIP OF LANGLEY, 20338 – 65TH AVENUE, LANGLEY, BC  
V2Y 3J1

and

FRASER HEALTH AUTHORITY, 400-13450 102ND AVENUE, SURREY, BC V3T 0H1



TERMS OF INSTRUMENT - PART 2  
EASEMENT AND SECTION 219 COVENANT

THIS AGREEMENT dated the 19<sup>th</sup> day of August, 2013.

BETWEEN:

LANGLEY MEMORIAL HOSPITAL FOUNDATION,  
Incorporation S20111  
22051 Fraser Highway, Langley, BC V3A 4H4  
  
(the "Grantor")

OF THE FIRST PART

AND:

FRASER HEALTH AUTHORITY,  
400-13450 102<sup>nd</sup> Avenue, Surrey, BC V3T 0H1  
  
(the "Grantee")

OF THE SECOND PART

AND:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
20338 – 65<sup>th</sup> Avenue, Langley, BC V2Y 3J1  
  
(the "Township")

OF THE THIRD PART

WHEREAS:

A. The Grantor is the registered owner of the estate in fee simple of all and singular that certain parcel of land and premises situate in the Municipality of Langley, in the Province of British Columbia and more particularly known and described as:

PID: 024-176-303  
Lot 2 Section 6 Township 11 New Westminster District Plan LMP 38288

PID: 024-176-320  
Lot 4 Section 6 Township 11 New Westminster District Plan LMP 38288

(the "Servient Lands");

B. The Grantee is the registered owner of the estate in fee simple of all and singular that certain parcel of land and premises situate in the Municipality of Langley, in the Province of British Columbia and

more particularly known and described as:

PID: 017-488-486  
Lot 1 Except: Part Subdivided by Plan LMP 23977 Section 6 Township 11 New  
Westminster District Plan LMP 1711

(the "Dominant Lands");

C. The Grantee requires an easement over the Servient Lands to provide for the repair, maintenance, inspection, servicing and access to a parking area comprising 710 parking spaces (the "Easement Area") for the benefit of the Dominant Lands;

D. The Easement Area has been or will be constructed and installed on all or a portion of the Servient Lands and the Grantor has agreed to grant an easement for the purposes herein contained over the Servient Lands for the benefit of the Dominant Lands;

E. Section 219 of the Land Title Act provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to the land, in favour of the municipality or the Crown, and that the covenant is enforceable against the covenantor and the successors in title of the covenantor; and

F. A covenant under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, of the mutual grants and covenants herein contained and the sum of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto hereby agree as follows:

1. THE GRANTOR DOES HEREBY GRANT TO THE GRANTEE for the benefit of the Dominant Lands, for the use and enjoyment of the Grantee and its servants, agents, tenants, invitees and licensees and the owner or owners of all or any part of the Dominant Lands, the non-exclusive use at any time from time to time in common with the Grantor and its servants, agents, tenants, invitees, licensees and any other persons to whom the Grantor has granted rights to use the Easement Area and the owner or owners for the time being of all or any part of the Servient Lands the full, free and uninterrupted right, license, liberty and easement:
  - a) to pass and repass through, along and upon the Easement Area by day and by night, on foot or with automobiles, motorcycles and other vehicles or machinery;
  - b) to reconstruct, improve, alter, repair, maintain, inspect, operate and service a parking area and associated drainage works and other apparatus and materials required in connection herewith (the "Works");
  - c) to enter upon the Easement Area with such vehicles, equipment or other tools as the Grantee may in its opinion deem to be reasonably necessary, for the purpose of installing, inspecting, cleaning, repairing and maintaining the Works or any portion thereof; and
  - d) generally to do all acts reasonably necessary for the purposes set out in this Paragraph 1.

TO HAVE AND TO HOLD the Easement Area as an easement appurtenant to the Dominant Lands forever subject only to the provisos, terms and conditions herein contained, provided

always that the Grantee and its servants, agents, tenants, invitees and licensees shall only use the Easement Area for the purposes set out in Paragraph 1.

2. THE GRANTOR HEREBY COVENANTS AND AGREES with the Grantee that the Grantor will:

- a) not construct, install, erect or maintain any building, structure, improvement or any other obstruction of a permanent nature with the exception of a parking lot kiosk, ticket dispensing machines and appropriate lighting, under, on or above any portion of the Easement Area, except as provided in this Agreement, without the prior written consent of the Grantee, such consent not to be unreasonably withheld;
- b) not store any material or construct, install, erect or maintain any structure, improvement, installation, fixture or anything of any nature or kind whatsoever or, other than as required by the Township of Langley, plant or maintain any trees, shrubs or plants of any nature or kind whatsoever or construct any rockeries or other natural obstructions under, on or above the Easement Area, except as provided in this Agreement, without the prior written consent of the Grantee, such consent not to be unreasonably withheld;
- c) not do or knowingly permit to be done any act or thing which may in any way whatsoever interfere with or injure the Works or any part thereof without the prior written consent of the Grantee, such consent not to be unreasonably withheld;
- d) not obstruct or interfere or permit any person claiming under it to obstruct or interfere with the use of the Easement Area by the Grantee, its servants, agents, tenants, invitees and licensees and others having like rights over the Easement Area or any part thereof; and
- e) indemnify and save harmless the Grantee from and against any and all actions, causes of action, claims, suits, proceedings, costs and expenses of whatever kind, for any loss, damage, injury or death to any person or persons of any public or private property arising directly or indirectly out of the use by the Grantor or any persons claiming through or under the Grantor, their servants, agents, invitees or licensees of the Easement Area established hereunder, save and except to the extent that such loss, injury, damage or death is caused by the negligence or wilful act or omission of the Grantee or its servants or agents.

3. THE GRANTEE HEREBY COVENANTS AND AGREES with the Grantor that the Grantee will:

- a) repair, maintain and keep the Easement Area and the Works constructed and installed by the Grantor within the Easement Area in a good state of repair;
- b) take out and keep in full force at the Grantee's expense and effect policies of comprehensive general liability insurance, including all risks normally insured by prudent occupants in connection with the use and occupancy of property similar to the Easement Area, in respect of the use of the Easement Area by the Grantee and its servants, agents, tenants, invitees and licensees, in an amount of at least \$2,000,000.00 or such other greater amount as may be mutually agreed upon, for claims for personal injury, death or property damage arising out of any one occurrence, and
- c) indemnify and save harmless the Grantor from and against any and all actions, causes of action, claims, suits, proceedings, costs and expenses of whatever kind, for any loss, damage, injury or death to any person or persons of any public or private property arising directly or indirectly out of the use by the Grantee or any persons claiming through or under the Grantee, their servants, agents, invitees or licensees of the Easement Area established hereunder, save and except to the extent that such loss, injury, damage or death is caused by the negligence or wilful act or omission of the Grantor or its servants or agents.

4. Notwithstanding the right and easement hereinbefore granted, THERE IS HEREBY RESERVED TO THE GRANTOR, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time to temporarily interrupt the use of the Easement Area by the Grantee and its servants, agents, tenants, invitees and licensees for the purposes of construction, maintenance or any other reason, provided that any such interruption is of as short a duration as reasonably possible.
5. Any and all chattels installed by the Grantee in and about the Easement Area shall be and remain chattels, any rule at law to the contrary notwithstanding, and shall belong solely and exclusively to the Grantee.
6. The right, liberty and easements herein granted by the Grantor to the Grantee shall be construed as being extended to and may be exercised by the Grantee and its successors and assigns, the owners and occupiers for the time being of the Dominant Lands and every part into which the Dominant Lands may be subdivided and its and their respective servants, agents, tenants, invitees, licensees and all other persons with their express or implied permission and the provisos, reservations, restrictions and limitations herein reserved to the Grantor shall be construed as referring to the Grantor and its successors and assigns, the owners and occupiers for the time being of the Servient Lands and every part into which the Servient Lands may be subdivided in which the Easement Area is situate, and each of their respective servants, agents, tenants, invitees, licensees and all other persons with their express or implied permission.
7. The easement granted by this Agreement shall be construed as running with the Dominant Lands and, except as otherwise provided in this Agreement, the Servient Lands and shall attach to and run with each and every part into which the Dominant Lands or any part thereof may hereafter be subdivided, but no part of the fee of the soil thereof shall pass to or be vested in the Grantee under or by these presents, and the Grantor may fully use and enjoy the Easement Area subject only to the rights and restrictions herein provided.

#### Section 219 Covenant

8. Pursuant to Section 219 of the Land Title Act, the Grantor and the Grantee covenant and agree with the Township as follows:
  - a) to provide on the Servient Lands the requisite number of parking spaces for use at Langley Memorial Hospital as required by the Township of Langley Zoning Bylaw 1987 No. 2500;
  - b) to deliver, after execution hereof, this Agreement to the Township in a form acceptable as a covenant pursuant to Section 219 of the Land Title Act (the "Covenant");
  - c) this Agreement will not be discharged or released in any manner whatsoever without the prior written consent of the Township;
  - d) notwithstanding anything to the contrary herein contained, the Township is a party to this Agreement for the purpose only of receiving any rights granted to it under the terms of this Agreement and, without limiting the generality of the foregoing, neither the Township nor any of its employees, officers, elected officials or agents (collectively the "Township Personnel") will be liable for anything done or not done pursuant to or associated with any provision of this Agreement or anything contemplated hereby, whether or not such act or omission was accompanied by negligence on the part of the Township or any Township Personnel;
  - e) the Township is not required nor is under any obligation in law or in equity to prosecute or enforce this Agreement in any way whatsoever;

- f) the easements granted hereby shall not be suspended or terminated by reason of any breach or default on the part of any of the Grantor or the Grantee, except with the written consent of the Township;
  - g) the Grantor hereby releases, indemnifies and saves harmless the Township, its elected and appointed officials, employees and agents from any and all liabilities, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Township arising from the granting or existence of this Agreement, from the performance by the Grantor of this Agreement or any default of the Grantor in respect of this Agreement; and
  - h) the Grantee hereby releases, indemnifies and saves harmless the Township, its elected and appointed officials, employees and agents from any and all liabilities, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Township arising from the granting or existence of this Agreement, from the performance by the Grantee of this Agreement or any default of the Grantee in respect of this Agreement.
- 9. The Grantor and the Grantee will at all times and from time to time and upon reasonable request to do, execute and deliver all further assurances, acts and documents for the purpose of giving full force and effect to the covenants, agreements and provisos herein contained.
  - 10. Whenever the singular number or the masculine, or neuter gender is used in this Agreement they shall be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it shall be construed as being the singular, and vice versa, where the context or the parties hereto so require.
  - 11. Should any portion of this Agreement be declared invalid and unenforceable then such portion shall be deemed to be severable from this Agreement and the invalidity or unenforceability thereof shall not affect or render unenforceable or invalid any other provisions of this Agreement.
  - 12. This Agreement may not be amended, modified or discharged except in writing signed by all the parties hereto.
  - 13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto by executing the Form C and D attached hereto.

END OF DOCUMENT

**LAND TITLE ACT  
FORM C (Section 233) CHARGE**

Sep-04-2013 12:46:36.007

**CA3330993****GENERAL INSTRUMENT - PART 1 Province of British Columbia**

1376329765 PAGE 1 OF 6 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Christopher  
Alan Becker  
2HMEVA

Digitally signed by Christopher Alan  
Becker 2HMEVA  
DN: c=CA, ou=Christopher Alan  
Becker 2HMEVA, o=Lawyer, ou=Verify  
IDat=www.juricert.com/LKUP.cfm?  
id=2HMEVA  
Date: 2013.08.26 16:58:21 -0700

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Kuhn LLP

Legal Counsel

100-32160 South Fraser Way

Abbotsford

BC V2T 1W5

Telephone: 604-864-8877

File No.: 252-0007 Covenant No Build on  
Lots 2, 4 and 6

Document Fees: \$73.50

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**SEE SCHEDULE**STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

**Covenant**

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

**LANGLEY MEMORIAL HOSPITAL FOUNDATION (INC. NO. 20111)**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
20338 – 65TH AVENUE**

LANGLEY

BRITISH COLUMBIA

V2Y 3J1

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

n/a

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Christopher A. Becker

Barrister &amp; Solicitor

100-32160 South Fraser Way

Abbotsford, BC V2T 1W5

Telephone: 604-864-8877

Execution Date

Y	M	D
13	08	14

Transferor(s) Signature(s)

Langley Memorial Hospital  
Foundation, by its authorized  
signatory(ies):

Deanna Horn

Dwayne Weidendorf

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



**LAND TITLE ACT  
FORM D****EXECUTIONS CONTINUED**

PAGE 2 of 6 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Denise Heichert

Commissioner for Taking Affidavits in BC

Township of Langley

Expiry Date: May 31, 2016

20338 - 65 Avenue

Langley, BC V2Y 3J1

Y	M	D
13	08	19

The Corporation of the Township of  
Langley, by its authorized signatory:\_\_\_\_\_  
Mark Bakken

Deputy Township Clerk

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM E****SCHEDULE**PAGE 3 OF 6 PAGES

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**024-176-303 LOT 2 SECTION 6 TOWNSHIP 11 NEW WESTMINSTER DISTRICT PLAN  
LMP38288**

STC? YES ☐

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**024-176-320 LOT 4 SECTION 6 TOWNSHIP 11 NEW WESTMINSTER DISTRICT PLAN  
LMP38288**

STC? YES ☐

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**024-176-346 LOT 6 SECTION 6 TOWNSHIP 11 NEW WESTMINSTER DISTRICT PLAN  
LMP38288**

STC? YES ☐

TERMS OF INSTRUMENT - PART II  
COVENANT - SECTION 219 OF THE *LAND TITLE ACT*

THIS AGREEMENT made the 19<sup>th</sup> day of August, 2013

BETWEEN:

LANGLEY MEMORIAL HOSPITAL FOUNDATION (Inc. No. 20111)  
22051 Fraser Highway, Langley, BC V3A 4H4

(the "Covenantor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY,  
20338 – 65<sup>th</sup> Avenue, Langley, BC V2Y 3J1

(the "Municipality")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owner of all that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and more particularly known and described as follows:

Parcel Identifier: 024-176-303  
LOT 2 SECTION 6 TOWNSHIP 11 NEW  
WESTMINSTER DISTRICT PLAN LMP38288

Parcel Identifier: 024-176-320  
LOT 4 SECTION 6 TOWNSHIP 11 NEW  
WESTMINSTER DISTRICT PLAN LMP38288

Parcel Identifier: 024-176-346  
LOT 6 SECTION 6 TOWNSHIP 11 NEW  
WESTMINSTER DISTRICT PLAN LMP38288

(the "Lands")

- B. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to the land, in favour of the municipality or the Crown, and that the covenant is enforceable against the Covenantor and the successors in title of the Covenantor.
- C. A covenant under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.
- E. The Covenantor agrees to the restrictions in the use of the Lands on the terms and conditions herein provided for.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar (\$1.00) now paid by the Municipality to the Covenantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. THE COVENANTOR COVENANTS AND AGREES with the Municipality that:
  - a) the Lands or any part thereof shall not be developed or redeveloped in any manner other than that approved in writing by the Municipality;
  - b) no construction of, additions to or alterations in any manner to any building(s), structure(s) or dwelling(s) shall be permitted other than that approved in writing by the Municipality, whether such building(s), structure(s) or dwelling(s) are sited on the Lands at the time of entering into this Agreement or proposed as new building(s), structure(s) or dwelling(s) after the time of entering into this Agreement;
  - c) ANY FUTURE DEVELOPMENT AS DEFINED BY THE Township of Langley's Subdivision and Development Servicing Bylaw 2011 No. 4861, as amended from time-to-time (the "Bylaw") of the Lands or any individual lot comprising the Lands will effect full works and services, as defined by the Bylaw, including but not limited to road dedication, full urban road works, servicing and utilities along the entire east side of 221A Street from the south property line of Lot 6 to 52<sup>nd</sup> Avenue. Further, this may include reconstruction of the existing 221A Street road structure to meet construction standards at the time an application is made. The parties agree that "future development", as referred to above, does not include the current expansion of the Covenantor's existing parking lot pursuant to Township of Langley's building permit BP125635 and Erosion and Sediment Control Permit ESC000398;
  - d) the Covenantor shall not sell, transfer, convey, assign or lease any part of its interest in the Lands or any portion thereof until the Covenantor provides notice (whether written or otherwise) to each prospective purchaser, purchaser or lessee thereof, as the case may be, of the terms and conditions herein provided for.
2. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:
  - a) nothing contained or implied herein shall in any way restrict or abrogate and shall not be deemed to restrict or abrogate, the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, in its absolute discretion, and in accordance with its lawful powers and duties;
  - b) the burden of the covenants herein provided for shall run with the Lands and will be personal and binding upon the Covenantor during the Covenantor's seisen of or ownership of any interest in the Lands;
  - c) notwithstanding anything to the contrary, the Covenantor shall not be liable under any breach of any covenants and agreements contained herein after the Covenantor ceases to have any further interest in the Lands;
  - d) the Covenantor will deliver, after execution hereof, this Agreement to the Municipality in a form acceptable as a Section 219 Covenant and concurrently such instruments of priority as may be necessary to give this Agreement priority over all financial charges and encumbrances which may have been registered against the title to the Lands at the time of submitting this Agreement for

registration in the applicable Land Title Office, save and except those specifically approved in writing by the Municipality or in favour of the Municipality;

- e) the fee simple estate in and to the Lands will not pass or vest in the Municipality under or by virtue of these presents and the Covenantor may fully use and enjoy the Lands except only for the requirements provided for in this Agreement;
- f) the Covenantor and its successors and assigns shall at all times indemnify and save harmless the Municipality from and against all claims, demands, actions, suits, loss, costs, fines, penalties, charges, damages and expenses including legal fees and litigation expenses whatsoever which the Municipality may incur, suffer or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Covenantor contained in this Agreement;
- g) the covenants and agreements on the part of the Covenantor and herein provided for have been made by the Covenantor as contractual obligations as well as having been made pursuant to Section 219 and as such will be binding on the Covenantor;
- h) nothing herein provided for shall be deemed to constitute waivers of any lawful requirements with which the Covenantor would otherwise be obligated to comply with;
- i) no amendment of, addition to, or discharge of this Agreement shall be binding upon the parties hereto unless it is in writing and executed by the parties hereto;
- j) if any provision provided for in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement which shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained therein and such other provisions shall be enforceable to the fullest extent permitted by law;
- k) the Municipality, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies, including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement;
- l) the Covenantor shall pay for the preparation and registration, if applicable, of this Agreement together with any concurrent instruments of priority as herein provided for and any amendment, addition or discharge thereof;
- m) wherever the singular, masculine or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic according to the context in which it is used;
- n) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- o) this Agreement shall enure to the benefit of and be binding upon the Covenantor, the Municipality and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by executing the Form C and D attached hereto.

END OF DOCUMENT

## Title Summarizer



<b>TITLE:</b>	BM160714	<b>DATE:</b>	19/03/20
<b>PID:</b>	024-176-303	<b>TIME:</b>	12:59:41
		<b>ORDER NO:</b>	9005727-6

No comparison was made to previous title. Search title not on file

The following information was retrieved from provincial land title records.  
Please see the Indemnity that follows.

<b>LAND TITLE OFFICE:</b>	NEW WESTMINSTER
<b>DATE OF LAST TRANSFER:</b>	June 5, 1998
<b>TAXATION AUTHORITY:</b>	Langley, The Corporation of the Township of

### REGISTERED OWNER IN FEE SIMPLE:

LANGLEY MEMORIAL HOSPITAL FOUNDATION , INC.NO. 20111  
22051 FRASER HIGHWAY  
LANGLEY, BC  
CANADA  
V3A 4H4

### DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 024-176-303  
LOT 2 SECTION 6 TOWNSHIP 11 NEW WESTMINSTER DISTRICT PLAN LMP38288

### CHARGES:

#### FULLY REGISTERED NON-FINANCIAL

COVENANT	BM160725 1998-06-05
STATUTORY RIGHT OF WAY	BM160728 1998-06-05
EASEMENT	CA3330988 2013-09-04
COVENANT	CA3330989 2013-09-04
STATUTORY RIGHT OF WAY	CA3330992 2013-09-04
COVENANT	CA3330993 2013-09-04

### MISCELLANEOUS NOTES:

SRW PLAN LMP38289

### KEY REMINDERS:

REVIEW LEGAL NOTATIONS FOR ADDITIONAL CHARGES.

## END OF REPORT

#### LIMITATION OF LIABILITY AND INDEMNITY:

The information attached hereto (the "Information") was retrieved by Dye & Durham Corporation ("D&D") from the data base of land title records owned by the Land Title and Survey Authority of British Columbia ("LTSA"). In partial consideration of D&D providing the Information to you, from the database of land title records owned by the LTSA, you agree as follows: (a) The LTSA has not guaranteed the accuracy of the Information, the Information may not be completely free of errors, and you agree to assume the entire risk of the Information being incorrect, inaccurate, or incomplete. LTSA and therefore D&D make no warranty or representation, either express or implied, with respect to the Information or as to its reliability or fitness for a particular purpose. (b) LTSA and therefore D&D, its directors, officers, servants, agents, contractors, and employees (the "D&D Group") assume no responsibility or liability of any kind in respect of the use of the Information by you or any other person and the LTSA and therefore the D&D Group will not be liable for any damages of any kind whatsoever arising out of the use of the Information. (c) You indemnify and saves harmless the LTSA and therefore the D&D Group against any and all losses, claims, damages, actions, costs and expenses sustained, incurred or suffered by any person who uses or relies upon the Information. (d) You agree to the above in addition to the full terms and conditions limiting the liability of LTSA and therefore D&D and indemnifying LTSA and therefore D&D, a complete copy of which can be found at the following internet address: <http://store.dyedurham.com/public/limitationofliability.pdf>. (e) You acknowledge and agree that if not for the limitations and indemnity set out herein, D&D would not provide the Information to you.



**TITLE SEARCH PRINT**

File Reference: 16491090057276

**F.2**  
2019-03-20, 12:59:45  
Requestor: etray s2s**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
<b>Title Number</b> From Title Number	BM160714 BJ184651
<b>Application Received</b>	1998-06-05
<b>Application Entered</b>	1998-06-17
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	LANGLEY MEMORIAL HOSPITAL FOUNDATION, INC.NO. 20111 22051 FRASER HIGHWAY LANGLEY, BC V3A 4H4
<b>Taxation Authority</b>	Langley, The Corporation of the Township of
<b>Description of Land</b> Parcel Identifier: Legal Description:	024-176-303 LOT 2 SECTION 6 TOWNSHIP 11 NEW WESTMINSTER DISTRICT PLAN LMP38288
<b>Legal Notations</b>	ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 31.3.1976 UNDER NO. M26464 PLAN NO. 49871
<b>Charges, Liens and Interests</b> Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	COVENANT BJ184654 1995-06-26 14:09 THE CORPORATION OF THE TOWNSHIP OF LANGLEY INTER ALIA SECTION 215 L.T.A.
<b>Cancelled By:</b> <b>Cancelled Date:</b>	<b>CA3330987</b> <b>2013-09-04</b>

**TITLE SEARCH PRINT**

File Reference: 16491090057276

**F.2**  
2019-03-20, 12:59:45  
Requestor: etray s2s

Nature: COVENANT  
Registration Number: BM160725  
Registration Date and Time: 1998-06-05 15:08  
Registered Owner: THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BM160728  
Registration Date and Time: 1998-06-05 15:09  
Registered Owner: THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
Remarks: PLAN LMP38289  
PARTIAL RELEASE CA3330990 RECEIVED 2013-09-04 AS  
TO 149 SQUARE METERS ON PLAN LMP38289

Nature: EASEMENT  
Registration Number: CA3330988  
Registration Date and Time: 2013-09-04 12:46  
Remarks: INTER ALIA  
APPURTENANT TO LOT 1 PLAN LMP1711 EXCEPT PLAN  
LMP23977

Nature: COVENANT  
Registration Number: CA3330989  
Registration Date and Time: 2013-09-04 12:46  
Registered Owner: THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA3330992  
Registration Date and Time: 2013-09-04 12:46  
Registered Owner: THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
Remarks: INTER ALIA  
PART IN PLAN EPP30803

Nature: COVENANT  
Registration Number: CA3330993  
Registration Date and Time: 2013-09-04 12:46  
Registered Owner: THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
Remarks: INTER ALIA

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**Transfers**

NONE

**Pending Applications**

NONE

**TITLE SEARCH PRINT**

File Reference: 16491090057276

**F.2**

2019-03-20, 12:59:45

Requestor: etray s2s

**Corrections**

BJ246949 CHARGE OWNER DELETED BJ184654 1995-08-21 14:04:00

## Title Summarizer



<b>TITLE:</b>	BM160716	<b>DATE:</b>	19/03/20
<b>PID:</b>	024-176-320	<b>TIME:</b>	13:00:15
		<b>ORDER NO:</b>	9005727-6

No comparison was made to previous title. Search title not on file

The following information was retrieved from provincial land title records.  
Please see the Indemnity that follows.

<b>LAND TITLE OFFICE:</b>	NEW WESTMINSTER
<b>DATE OF LAST TRANSFER:</b>	June 5, 1998
<b>TAXATION AUTHORITY:</b>	Langley, The Corporation of the Township of

### REGISTERED OWNER IN FEE SIMPLE:

LANGLEY MEMORIAL HOSPITAL FOUNDATION , INC.NO. 20111  
22051 FRASER HIGHWAY  
LANGLEY, BC  
CANADA  
V3A 4H4

### DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 024-176-320  
LOT 4 SECTION 6 TOWNSHIP 11 NEW WESTMINSTER DISTRICT PLAN LMP38288

### CHARGES:

#### FULLY REGISTERED NON-FINANCIAL

COVENANT	BM160725 1998-06-05
EASEMENT	CA3330988 2013-09-04
COVENANT	CA3330989 2013-09-04
STATUTORY RIGHT OF WAY	CA3330992 2013-09-04
COVENANT	CA3330993 2013-09-04

### MISCELLANEOUS NOTES:

SRW PLAN LMP38289

### KEY REMINDERS:

REVIEW LEGAL NOTATIONS FOR ADDITIONAL CHARGES.

## END OF REPORT

#### LIMITATION OF LIABILITY AND INDEMNITY:

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**TITLE SEARCH PRINT**

File Reference: 16491090057276

**F.2**  
2019-03-20, 13:00:19  
Requestor: etray s2s**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
<b>Title Number</b> From Title Number	BM160716 BJ184651
<b>Application Received</b>	1998-06-05
<b>Application Entered</b>	1998-06-17
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	LANGLEY MEMORIAL HOSPITAL FOUNDATION, INC.NO. 20111 22051 FRASER HIGHWAY LANGLEY, BC V3A 4H4
<b>Taxation Authority</b>	Langley, The Corporation of the Township of
<b>Description of Land</b> Parcel Identifier: Legal Description:	024-176-320 LOT 4 SECTION 6 TOWNSHIP 11 NEW WESTMINSTER DISTRICT PLAN LMP38288
<b>Legal Notations</b>	ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 31.3.1976 UNDER NO. M26464 PLAN NO. 49871
<b>Charges, Liens and Interests</b> Nature: Registration Number: Registration Date and Time: Remarks:	EASEMENT BJ184653 1995-06-26 14:09 PLAN LMP23978 APPURTENANT TO LOT 1 EXCEPT PLAN LMP23977, PLAN LMP1711
<b>Cancelled By:</b> <b>Cancelled Date:</b>	<b>CA3330986</b> <b>2013-09-04</b>

**TITLE SEARCH PRINT**

File Reference: 16491090057276

**F.2**  
2019-03-20, 13:00:19  
Requestor: etray s2s

Nature: COVENANT  
Registration Number: BJ184654  
Registration Date and Time: 1995-06-26 14:09  
Registered Owner: THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
Remarks: INTER ALIA  
SECTION 215 L.T.A.  
**Cancelled By: CA3330987**  
**Cancelled Date: 2013-09-04**

Nature: COVENANT  
Registration Number: BM160725  
Registration Date and Time: 1998-06-05 15:08  
Registered Owner: THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BM160728  
Registration Date and Time: 1998-06-05 15:09  
Registered Owner: THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
Remarks: INTER ALIA  
PLAN LMP38289  
**Cancelled By: CA3330990**  
**Cancelled Date: 2013-09-04**

Nature: EASEMENT  
Registration Number: CA3330988  
Registration Date and Time: 2013-09-04 12:46  
Remarks: INTER ALIA  
APPURTENANT TO LOT 1 PLAN LMP1711 EXCEPT PLAN LMP23977

Nature: COVENANT  
Registration Number: CA3330989  
Registration Date and Time: 2013-09-04 12:46  
Registered Owner: THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA3330992  
Registration Date and Time: 2013-09-04 12:46  
Registered Owner: THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
Remarks: INTER ALIA  
PART IN PLAN EPP30803

**TITLE SEARCH PRINT**

File Reference: 16491090057276

**F.2**  
2019-03-20, 13:00:19  
Requestor: etray s2s

Nature:	COVENANT
Registration Number:	CA3330993
Registration Date and Time:	2013-09-04 12:46
Registered Owner:	THE CORPORATION OF THE TOWNSHIP OF LANGLEY
Remarks:	INTER ALIA

**Duplicate Indefeasible Title** NONE OUTSTANDING**Transfers** NONE**Pending Applications** NONE**Corrections**

BJ246949 CHARGE OWNER DELETED BJ184654 1995-08-21 14:04:00