

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

HIGHWAY DEVELOPMENT WORKS AGREEMENT

(QUALICO DEVELOPMENTS (VANCOUVER) INC.)

BYLAW 2020 NO. 5682

EXPLANATORY NOTE

Bylaw 2020 No. 5682, authorizes the execution of a Development Works Agreement between the Township of Langley and Qualico Developments (Vancouver) Inc. for the provision of Highway Works in the Yorkson Neighbourhood Plan area of the Township of Langley, and the imposition of a charge on the owners of parcels of land within the specified area benefiting from the said works.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

HIGHWAY DEVELOPMENT WORKS AGREEMENT

(QUALICO DEVELOPMENTS (VANCOUVER) INC.)

BYLAW 2020 NO. 5682

A Bylaw to enter into a development works agreement;

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Highway Development Works Agreement (Qualico Developments (Vancouver) Inc.) Bylaw 2020 No. 5682".
2. Appendix "A" is a copy of the development works agreement.
3. If any section, subsection, sentence, clause or phrase of the Bylaw is for any reason held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the holding invalidity shall not affect the validity of the remainder of the Bylaw.
4. The Township enters into, and Mayor and Corporate Officer are authorized to, execute that certain form of development works agreement attached to and forming part of this bylaw as Appendix "A".
5. This Bylaw is repealed 15 years after the date of its adoption.

READ A FIRST TIME the	22	day of	February	, 2021
READ A SECOND TIME the	22	day of	February	, 2021
READ A THIRD TIME the	22	day of	February	, 2021
ADOPTED the		day of		, 2021

_____ Mayor _____ Township Clerk

**APPENDIX "A" TO
BYLAW 2020 NO. 5682**

**DEVELOPMENT WORKS AGREEMENT
FOR HIGHWAY WORKS**

Project # 08-23-0155

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

BETWEEN:

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

(the "Township")

OF THE FIRST PART

AND:

QUALICO DEVELOPMENTS (VANCOUVER) INC., a body corporate, duly
incorporated under the laws of the Province of British Columbia, having its place
of business at 201 – 6525 177B Street, Surrey, BC V3S 5N4

(the "Developer")

OF THE SECOND PART

- A. WHEREAS real property within the Yorkson Neighbourhood Plan pocket park catchment area as identified in Schedules "A" and "B" attached hereto.
- B. AND WHEREAS a highway works and related underground infrastructure (storm and sanitary sewers and water main) as described in Schedule "C" attached hereto is required to be constructed for the development of lands owned by the Developer within the Benefiting Area.
- C. AND WHEREAS the Works are not currently scheduled for construction by the Township.
- D. AND WHEREAS certain portions of the Works are not included within the Township's Development Cost Charge program.
- E. AND WHEREAS the Developer has agreed to construct the Works.
- F. AND WHEREAS the Works may benefit the development of other lands within the Benefiting Area.

- G. AND WHEREAS Section 570 of the Act authorizes the Township to enter into an agreement with the Developer for the provision of the Works and the allocation of all or part of the cost to construct the Works amongst lands within the Benefiting Area.
- H. AND WHEREAS the Township and the Developer have entered into this Agreement to provide for the construction of the Works, the allocation of the costs thereof throughout the Benefiting Area and the collection and remittance of the Specified Charges imposed pursuant to the Development Works Agreement Bylaw.

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

1. DEFINITIONS

In this Agreement and in the recital above:

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

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

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

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

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

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

"Council" means the elected council of the Township of Langley;

"Developer" means Qualico Developments (Vancouver) Inc. ;

"Development Works Agreement Bylaw" means enacted by the Township under the Act as such bylaw is revised, re-enacted or consolidated from time to time;

"Estimated Cost of the Works" means the Estimated Cost of the Works for Bylaw 2020 No. 5682, which is \$2,311,578.34;

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

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

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

"Specified Charge" means \$54,831.22 per Net Developable Hectare for each Benefiting Parcel located within the Benefiting Area, plus interest calculated in accordance with Section 5;

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

"Works" means the road and related underground infrastructure (storm and sanitary sewers and water main) as described in Schedule "C"

2. AREA SUBJECT OF AGREEMENT

The Benefiting Area is the subject of this Agreement

3. CONSTRUCTION OF DRAINAGE

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

4. HIGHWAY COSTS

- (a) Upon development of a Benefiting Parcel during the Term, the Owner of that Benefiting Parcel shall pay to the Township the Specified Charge payable with respect to that development;
- (b) The Specified Charge shall be payable to Township in accordance with the terms of the Development Works Agreement Bylaw;
- (c) If a Specified Charge is payable, Council, an Approving Officer, a building inspector or other municipal authority may, but is not obligated to, approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of a Benefiting Parcel, or do any other thing necessary for the development of a Benefiting Parcel until the Specified Charge has been paid;
- (d) After completion of the construction of the Works and in accordance with the Servicing Agreement and to the satisfaction of the General Manager of Engineering, the Developer's engineer or an engineer appointed by the Township shall calculate and submit to the General Manager of Engineering for approval, the Actual Capital Cost of the Works.
- (e) The Township is not responsible for financing any part of the design or construction of the Works;
- (f) In consideration of the satisfactory completion of the construction of the Works by the Developer, to the acceptance of the General Manager of Engineering without incurring any cost to the Township, the Township agrees to collect from each Owner of a Benefiting

Parcel the Specified Charges levied in accordance with the terms of the Development Works Agreement Bylaw;

- (g) Subsequent to the completion of the construction of the Works in accordance with the Servicing Agreement to the acceptance of the General Manager of Engineering and the approval of the Actual Capital Cost of the Works, the Township shall pay to the Developer, at the beginning of the next calendar year and each calendar year thereafter, the Specified Charges collected from the previous year in respect of the development of Benefiting Parcels. The Township, at its sole discretion, may make partial payments at any time during a calendar year. The Township shall have no further obligation to the Developer to make any other payment pursuant to this Agreement. The Developer agrees that any interest earned by the Township on Specified Charges from the date of their collection to the date of their payment to the Developer shall be retained by the Township in consideration of the Township costs of administering this Agreement. If the said payments are returned to the Township unclaimed by the Developer and if the Township is unable to locate the Developer after all reasonable efforts, then the Township shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, all such unclaimed funds shall be retained forever by the Township; and
- (h) In the event of the assignment or transfer of the rights of the Developer under Section 4(g), the Township shall pay any benefits accruing thereunder, after notice, to such successor of the Developer as the Township, in its judgment, deems entitled to such benefits; and in the event of conflicting demands being made upon the Township for benefits accruing under this Agreement, then the Township may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the Township believes to be necessary or proper, and the Township shall be discharged from further liability upon payment to the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the Township shall be entitled to recover its legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

5. INTEREST

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

6. TERM

- (a) The term of this Agreement shall commence upon the adoption of the Development Works Agreement Bylaw and shall expire on the earlier of:
 - i) fifteen (15) years from the date of the adoption of the Development Works Agreement Bylaw; and
 - ii) upon the Developer receiving the maximum Specified Charges imposed upon the Benefiting Area pursuant to the Development Works Agreement Bylaw;

- (b) The Developer covenants and agrees that no Specified Charges shall be due and payable to the Developer subsequent to the expiration of the Term.

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

7. LATECOMER CHARGES

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

8. INDEMNITY

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

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

9. MUNICIPAL COSTS

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

10. NOTICES

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

Qualico Development (Vancouver) Inc.
Unit 201, 6525 - 177B Street
Surrey, BC V3S 5N4

and to the Township as follows:

Township of Langley
20338 - 65 Avenue
Langley, BC V2Y 3J1
Attention: Manager of Development Engineering

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

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

11. BINDING ON SUCCESSORS

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

12. ENTIRE AGREEMENT

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

13. LAWS OF BRITISH COLUMBIA

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

14. SCHEDULES

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

- (a) Schedule "A" – List of Benefiting Parcels;
- (b) Schedule "B" – Map of Benefiting Area;
- (c) Schedule "C" – Description of the Works;

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

**FOR CORPORATE
BODY**

SIGNED BY:)

)

_____)

)

In the presence of:)

(witness):)

Signature _____)

Name _____)

Address _____)

Occupation _____)

**FOR THE
CORPORATION OF
THE TOWNSHIP OF
LANGLEY**

SIGNED BY GENERAL MANAGER,)

ENGINEERING & COMMUNITY)

DEVELOPMENT)

For and on behalf of)

THE CORPORATION OF THE)

TOWNSHIP OF LANGLEY)

)

_____)

GENERAL MANAGER, ENGINEERING)

& COMMUNITY DEVELOPMENT)

)

SIGNED BY TOWNSHIP)

CLERK)

For and on behalf of)

THE CORPORATION OF THE)

TOWNSHIP OF LANGLEY)

)

_____)

TOWNSHIP CLERK)

)

In the presence of:)

(as to both Township signatures))

)

_____)

Name:)

Address:)

Occupation:)

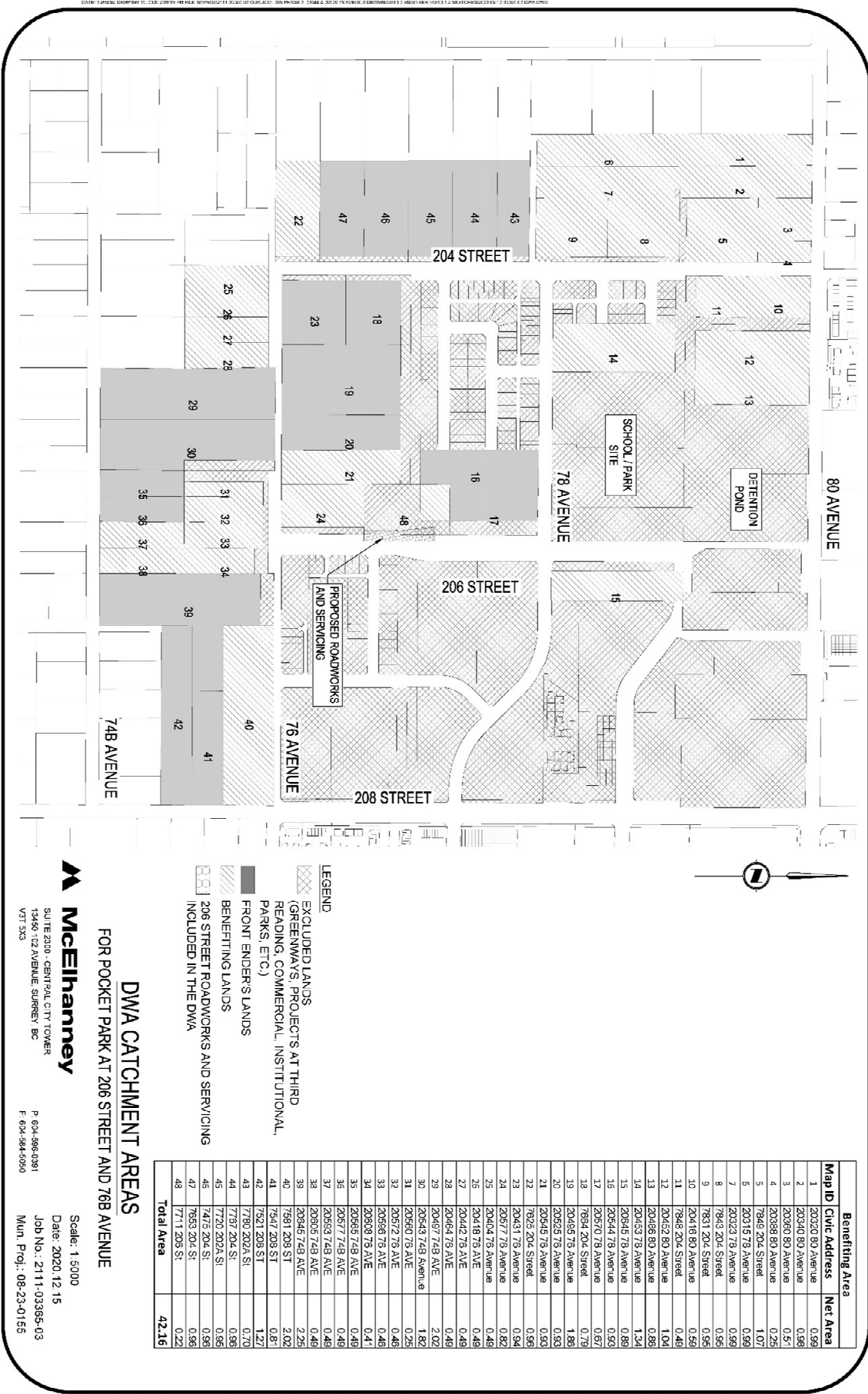
SCHEDULE "A"
LIST OF BENEFITING PARCELS

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Developable Area (ha)
1	001-886-771	20320 80 AVE	LT 40, SEC 23, TWP 8, NWD, PL NWP61605	0.99
2	002-806-894	20340 80 AVE	LT 41, SEC 23, TWP 8, NWD, PL NWP61605	0.98
3	001-637-924	20360 80 AVE	LT 39, SEC 23, TWP 8, NWD, PL NWP57860	0.51
4	009-217-525	20388 80 AVE	LT 29, SEC 23, TWP 8, NWD, PL NWP23468	0.25
5	010-734-813	7849 204 ST	SEC 23, TWP 8, NWD, PL NWP2759	1.07
6	000-559-199	20315 78 AVE	LT 42, SEC 23, TWP 8, NWD, PL NWP61605	0.99
7	002-346-541	20323 78 AVE	LT 43, SEC 23, TWP 8, NWD, PL NWP61605	0.99
8	007-105-029	7843 204 ST	LT 31, SEC 23, TWP 8, NWD, PL NWP35022	0.95
9	007-105-193	7831 204 ST	LT 30, SEC 23, TWP 8, NWD, PL NWP35022	0.95
10	008-494-312	20416 80 AVE	LT 16, SEC 23, TWP 8, NWD, PL NWP38151	0.59
11	006-061-702	7848 204 ST	LT 17, SEC 23, TWP 8, NWD, PL NWP38151	0.49
12	004-720-393	20452 80 AVE	LT 3, SEC 23, TWP 8, NWD, PL NWP72492	1.04
13	004-720-415	20486 80 AVE	LT 4, SEC 23, TWP 8, NWD, PL NWP72492	0.86
14	004-720-377	20453 78 AVE	LT 2, SEC 23, TWP 8, NWD, PL NWP72492	1.34
15	007-813-953	20645 78 AVE	LT 3, SEC 23, TWP 8, NWD, PL NWP74786	0.89
16	002-223-490	20544 78 AVE	LT 23, SEC 23, TWP 8, NWD, PL NWP49017	0.93
17	005-749-166	20570 78 AVE	LT 26, SEC 23, TWP 8, NWD, PL NWP59588	0.67
18	010-678-107	7664 204 ST	SEC 23, TWP 8, NWD, PL NWP NWP2685	0.79
19	010-677-437	20495 76 AVE	LT 7, SEC 23, TWP 8, NWD, PL NWP2685	1.86
20	010-677-313	20525 76 AVE	SEC 23, TWP 8, NWD, PL NWP2685	0.93
21	010-677-411	20545 76 AVE	SEC 23, TWP 8, NWD, PL NWP NWP2685	0.93

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Developable Area (ha)
22	010-735-038	7625 204 ST	SEC 23, TWP 8, NWD, PL NWPNWP2759	0.96
23	007-502-079	20431 76 AVE	LT 8, SEC 23, TWP 8, NWD, PL NWP2685	0.94
24	005-749-735	20577 76 AVE	LT 27, SEC 23, TWP 8, NWD, PL NWP59588	0.82
25	007-189-991	20404 76 AVE	LT 69, SEC 23, TWP 8, NWD, PL NWP35658	0.49
26	007-190-026	20418 76 AVE	LT 70, SEC 23, TWP 8, NWD, PL NWP35658	0.49
27	002-832-151	20442 76 AVE	LT 100, SEC 23, TWP 8, NWD, PL NWP61616	0.49
28	002-832-160	20464 76 AVE	LT 101, SEC 23, TWP 8, NWD, PL NWP61616	0.49
29	012-058-530	20497 74B AVE	LT 40, SEC 23, TWP 8, NWD, PL NWPNWP1257	2.02
30	012-058-505	20543 74B AVE	LT 39, SEC 23, TWP 8, NWD, PL NWP1257	1.82
31	008-599-581	20560 76 AVE	LT 49, SEC 23, TWP 8, NWD, PL NWP39118	0.25
32	008-599-602	20572 76 AVE	LT 50, SEC 23, TWP 8, NWD, PL NWP39118	0.46
33	003-364-143	20596 76 AVE	LT 111, SEC 23, TWP 8, NWD, PL NWP63606	0.46
34	003-364-151	20608 76 AVE	LT 112, SEC 23, TWP 8, NWD, PL NWP63606	0.41
35	003-665-399	20565 74B AVE	LT 117, SEC 23, TWP 8, NWD, PL NWP65728	0.49
36	003-665-402	20577 74B AVE	LT 118, SEC 23, TWP 8, NWD, PL NWP65728	0.49
37	003-517-284	20593 74B AVE	LT 113, SEC 23, TWP 8, NWD, PL NWP64586	0.49
38	003-517-292	20605 74B AVE	LT 114, SEC 23, TWP 8, NWD, PL NWP64586	0.49
39	006-781-764	20645 74B AVE	LT 1, SEC 23, TWP 8, NWD, PL NWP73943	2.25
40	012-058-475	7581 208 ST	LT 35, SEC 23, TWP 8, NWD, PL NWPNWP1257	2.02
41	006-781-799	7547 208 ST	LT 2, SEC 23, TWP 8, NWD, PL NWP73943	0.81
42	006-536-662	7521 208 ST	LT 44, SEC 23, TWP 8, NWD, PL NWP30444	1.27
43	010-734-899	7780 202A ST	LT 23, SEC 23, TWP 8, NWD, PL NWPNWP2759	0.7

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Developable Area (ha)
44	005-962-811	7767 204 ST	LT 38, SEC 23, TWP 8, NWD, PL NWP47045	0.96
45	007-117-582	7720 202A ST	LT 25, SEC 23, TWP 8, NWD, PL NWPNWP2759	0.95
46	001-722-298	7675 204 ST	LT 26, SEC 23, TWP 8, NWD, PL NWP2759	0.96
47	010-734-970	7653 204 ST	SEC 23, TWP 8, NWD, PL NWPNWP2759	0.96
48	005-749-158	7711 206 ST	LT 26, SEC 23, TWP 8, NWD, PL NWP59588	0.22

SCHEDULE "B"
MAP OF BENEFITING AREA



SCHEDULE "C"
DESCRIPTION OF THE WORKS

Construction of approximately 80 linear metres of the west half of 206 Street, and underground infrastructure (storm and sanitary sewers and water main) fronting the proposed southwest Yorkson neighbourhood pocket park at 7711 206 Street, having an estimated cost of \$2,311,578.34 (including land). All of which is in accordance with the Township of Langley Subdivision and Development Servicing Bylaw, per plan numbered 2111-03365-03, prepared by McElhanney Consultants Ltd. dated December 15, 2020.