

CITY OF LANGFORD
REGULAR MEETING OF COUNCIL

Tuesday, September 8th, 2020 @ 5:30 p.m.

Due to COVID-19 Council Chambers is Closed

Dial In: 1-855-703-8985 (Canada Toll Free) or 1-778-907-2071 **Conference ID:** 820 8789 1302

To Participate: During the public participation period, press *9 to "raise your hand".

Participants will be unmuted one by one when it is their turn to speak.

We may experience a delay in opening the meeting due to technical difficulties. In the event that the meeting does not start as scheduled please be patient and stay on the line, we will get started as quickly as possible. **Public Dial-In Details are also posted at www.langford.ca**

AGENDA

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9. IN-CAMERA RESOLUTION

THAT Council close the meeting to the public pursuant to section 90 (1) c and k of the *Community Charter* to consider:

- labour relations or other employee relations;
- negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

10. ADJOURNMENT

CITY OF LANGFORD
MINUTES OF THE REGULAR MEETING OF COUNCIL

Monday, August 17th, 2020 @ 5:30 p.m.

Council Chambers Closed due to COVID-19
Meeting by Teleconference

*The City advertised its intention to dispose of lands at 1000 Gade Road and indicated that the matter would be discussed at the August 17, 2020 Council meeting; however, as the agreement has not been finalized, this item will be postponed and the City will advertise the date of the meeting at which it will be considered.

PRESENT

Acting Mayor M. Sahlstrom; Councillors: D. Blackwell, L. Seaton, N. Stewart, L. Szpak and R. Wade.

ATTENDING

Director of Corporate Services, B. Hutchins; Director of Engineering, M. Mahovlich; Director of Planning and Subdivision, M. Baldwin; Director of Finance, M. Dillabaugh; Manager of Legislative Services, M. Watmough; and Manager of IT, K. Dube.

ABSENT

Mayor S. Young, and Chief Administrative Officer, D. Kiedyk.

1. CALL TO ORDER

Acting Mayor Sahlstrom called the meeting to order at 5:31 pm.

2. APPROVAL OF THE AGENDA

MOVED BY: COUNCILLOR SEATON

SECONDED: COUNCILLOR WADE

That Council approve the agenda as presented.

CARRIED.

3. PUBLIC HEARING

a) BYLAW NO. 1904

**"Langford Zoning Bylaw, Amendment No. 589, (Omnibus No. 51 – City Centre 1 Zone),
Bylaw No. 1904,
2020".**

The Acting Mayor opened the Public Hearing for Bylaw No. 1904 at 5:31 pm, and read a statement to inform those present of the public hearing procedure.

Director of Planning Matthew Baldwin advised that the following Omnibus No.51 contemplates amending the text of the Zoning Bylaw to add a new downtown zone. The new CC1, City Centre 1, Zone will be applied to properties that are outside of the core Goldstream Avenue area, or main thoroughfares such as Peatt or Jacklin Road.

This is being proposed in order to create a zone with regulations special to the downtown that will support the recent changes made to Langford's Design Guidelines for the Downtown

As part of this application, a public hearing is required in accordance with the regulations of the Local Government Act.

Notifications and advertisements have been placed as required by the Local Government Act.

The Acting Mayor called a first time for presentations.

None presented.

Acting Mayor Sahlstrom called a second time for presentations.

Resident on Hockley Ave– Called to express support for the Bylaw. Stated that their concerns had been addressed and they are in support

Acting Mayor Sahlstrom called a third and final time for speakers. There being none, he declared the Public Hearing for Bylaw No. 1904 closed at 5:42 p.m.

b) BYLAW NO. 1920

"Langford Zoning Bylaw, Amendment No. 597, (Omnibus No. 53–Various Amendments), Bylaw No. 1920, 2020".

The Acting Mayor opened the Public Hearing for Bylaw No. 1920 at 5:42 pm, and read a statement to inform those present of the public hearing procedure.

Director of Planning Matthew Baldwin advised that Bylaw No. 1920 proposes the following broad changes to Zoning Bylaw No. 300:

- the removal of flex suites from the C9 Zone;
- amending density bonus provisions of the CD20 Zone to split the base density and amenity contributions between the two separate development sites;
- inserting minimum lot size exemptions for boundary adjustment subdivisions and transportation corridor uses; and
- amending Schedule E of the CD1 Zone.

Notifications and advertisements have been placed as required by the Local Government Act.

The Acting Mayor called a first time for presentations.

None presented.

Acting Mayor Sahlstrom called a second time for presentations.

None presented.

Acting Mayor Sahlstrom called a third and final time for speakers. There being none, he declared the Public Hearing for Bylaw No. 1920 closed at 5:44 p.m.

4. ADOPTION OF COUNCIL MINUTES

a) Minutes of the Regular Meeting of Council – July 20, 2020

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR BLACKWELL

That Council approve the minutes of the special meetings of Council held on July 20, 2020.

CARRIED.

5. OTHER BOARD AND COMMISSION MINUTES

**a) Minutes of the West Shore Parks and Recreation Board of Directors Meeting–
June 18, 2020**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SATON

That Council receive the minutes of the West Shore Parks and Recreation Board of Directors Meeting held on June 18, 2020.

CARRIED.

6. COMMITTEE RESOLUTIONS

a) Parks, Recreation, Culture and Beautification Committee – July 23, 2020

**1. Minutes of the Parks, Recreation, Culture and Beautification Committee
Meeting – July 23, 2020**

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR BLACKWELL

That Council receive the minutes of the Parks, Recreation, Culture and Beautification Committee held on July 23, 2020.

CARRIED.

2. Naming of the New Park on Azurite Crescent

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR WADE

That Council name the new park on Azurite Crescent “Southpoint Park”.

CARRIED.

b) Protective Services Committee – July 28, 2020

1. Minutes of the Protective Services Committee Meeting – July 28, 2020

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR BLACKWELL

That Council receive the minutes of the Protective Services Committee held on July 28, 2020.

CARRIED.

2. Approval to Develop a Bylaw Notice Adjudication System

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR STEWART

That Council direct Staff to formally request the Ministry of Attorney General to enact a regulation to make the Local Government Bylaw Notice Enforcement Act applicable to the City of Langford; and,

That Council direct Staff to prepare a Bylaw Notice Enforcement Bylaw, Screening Officer Policy, and amendments to existing bylaws as necessary to implement a bylaw adjudication system.

CARRIED.

3. Evacuation Route Plan and Hazard, Risk, Vulnerabilities Assessment

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR WADE

That Council receive the report for information only.

CARRIED.

7. PUBLIC PARTICIPATION

Resident on Spencer Rd - Letter was sent to council from the Tri-way residents’ legal counsel. Need to allow residents a satisfactory outcome, everyone is housed, everybody treated the same.

2nd Resident on Spencer Rd - Referenced letter from J. Hartshorne. Said Mr. Hartshorne had received a number of concerns about differing information from representatives. These representatives are our duly elected reps. We stand together. Once we elect our representatives it is not up to the developer to question our choice. There has been no direct information from Tri-Way other than a short meeting with the public relations manager. In 6 months, no one has gotten back. They were supposed to talk one on one at the beginning. It is too early to rezone the park

3rd Resident Spencer Rd - Redevelopment of the park will happen. I believe in general people are more than willing to cooperate. Understand our position, protections have been eliminated or ignored; assurances were changed or disappeared. In the Mayor's May 2019 letter residents were assured that there would be a comprehensive compensation plan in place before rezoning. People relied on these statements. In February 2020 it was stated that the covenant would apply only until residents and council approve a comprehensive plan of compensation. The Draft covenant does not give the participation or protection. The draft covenant sets out the compensation and then says this is accepted to be a comprehensive compensation plan. This is different from the January presentation; changes raise red flags. This is without council being included and residents being part of it. Need to find a way that commitments are honoured. Require a detailed plan like the one in January 2020 that includes more detail, things such as when would compensation be paid; which year of assessed value would be used. Need details to relieve anxiety.

Jim Hartshorne, Developer - Current owners have held the property since 1940, the mobile home park has been there since its inception in 1958; 80% of the trailers are over 45 years old. In addition, the septic need replacing. Total servicing needs in the park are in the millions. CRD housing – priority placements Tri-Way park residents. 18-month construction period. Park is protected until they become the owner. The developer is not yet the owner so cannot make decisions about compensation at this time. Intent of the covenant is to mitigate concerns. This is a 50+ acre parcel, the mobile home park is 12 acres. There will be a 1000 square foot amenity building that will be available to the residents of the park. The park cannot be reduced to less than 40 units. 55% of the units will be maintained in their location, 15% will be in new area. 30% of residents have indicated that they wish to leave, move their mobile home or go into the CRD housing, if they qualify. The owners of mobile homes that are staying in place will have the option of selling on the open market. This is a long-term multi-faceted complex development it is going to be a thorough, thoughtful and costly development.

4th Resident on Spencer Rd - I am an elected representative. I have been involved for the last 7 months, we are liaisons between the developer and residents. Have asked for a number of clarifications, receive conflicting or no answers. Residents are eager to know plans and details. Were told will have say in comprehensive compensation, now staff says there is no say. Want to confirm that the covenant includes wording to protect. Draft covenant indicates the parties have already agreed
Bring issues to table for discussion, urge council to clarify residents concerns that have been brought fwd.

2nd Resident on Spencer Rd - This is short of a case of private expropriation. Compensation should be decided before rezoning, need to know what the parameters are.

3rd Resident on Spencer Rd - Propose we come together to sit together and talk this through, we can solve this by face to face or zoom.

Resident on White Pine Terr - The covenant is a layer of protection that is not available without the rezoning. Covenant provides the opportunities everyone is looking for.

1st Resident on Spencer Rd - It was originally understood that anyone who wanted the buyout would get it. Some of the people have very old decrepit trailers that won't move or sell.

5th Resident on Spencer Rd - Moved in October 2019, just before being notified the park was up for sale. No one will buy a home when they don't know what is happening. It is costing us \$1400 per month to keep the house, can't have someone rent or even have a caretaker live there.

Jim Hartshorne, Developer - Talked about the incredible circumstances to make the project. This is a community; there are technical issues, the residential tenancy act and the mobile home act. There is a high level of frustration. Something needs to move here, we continue to pursue communication. In our situation, we are going broke because there is no way out of it. Unsure future we have to deal with.

Resident on Carr Rd - Mom lives in Park. Understand that the developer will not buy the parcels without the rezoning, residents have to have compensation before rezoning, clarification on that.

3rd Resident on Spencer Rd - Feel that it is disingenuous to say the developer can't take on the compensation until they are the owners, have taken on the obligation to install sewer. Could put a provisional comprehensive plan for compensation in place prior to the rezoning.

2nd Resident on Spencer Rd - Could have a hypothetical plan and map for where the 40 units would be located, that information would be invaluable. Put provisional rider on the zoning and I will remove my objection if that goes on before rezoning.

Jim Hartshorne, Developer - The covenant was put in place to secure the 12 acres and each home. Currently over 25 units are being held in the CRD housing for people in the park. Most people are on a month to month agreement with the park.

2nd Resident on Spencer Rd - Regarding the month to month, we pay property taxes to the City of Langford.

8. NOTICE OF INTENT

a) TUP20-0004 – 2981 AND 2985 Awsworth Rd

MOVED BY: COUNCILLOR BLACKWELL

SECONDED: COUNCILLOR WADE

That Temporary Use Permit No. TUP20-0004 be issued by the Council for the City of Langford to Niall Paltiel, Keycorp Consulting Ltd. Has applied on behalf of Susan Gale and Todd Edward Wilson to allow for the operations of a truck terminal facility at 2981 and 2985 Awsworth Rd subject to the following terms and conditions:

1. Appendix

The site shall be developed in accordance with the site plan attached (Appendix A) to the report dated 29 June 2020.

2. Variances

The following regulations of Zoning Bylaw No. 300 are varied under Section 493 of the *Local Government Act*:

- a) That applicant must, prior to issuance, complete the following:
 - I. Remove trucks from the site and cease use of a truck terminal facility until a Development Permit has been issued by the Director of Planning or a Business License has been issued, whichever is first;
 - II. Remove any dirt piles left in City road right of way to the satisfaction of the Director of Engineering;
 - III. Decommission site access from Sooke Road/Highway 14 to the satisfaction of the Director of Engineering. Vehicular access to the site may only occur from Awsworth Road;
 - IV. Register a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:
 - 1) That the property shall only be used for a single-family dwelling until a Development Permit has been issued (or exemption if applicable) and a Business License has been issued; and
 - 2) That the applicant agrees to implement and maintain any and all recommendations regarding proximity to the Agricultural Land Reserve as per the Edge Plan prepared by C&F Land Resource Consultants Ltd, dated April 17, 2020.
- b) That the activities relating to the Temporary Use Permit occur outside of the Agricultural Land Reserve designated land.
- c) That they be allowed to stay a week plus one day, then be required to move.

3. Conditions

The following requirements are imposed under Section 493 of the *Local Government Act*:

- a) That the application be authorized for three years with an expiry date of 20 July 2023. The application can be requested to be renewed for an additional three years. After the sixth year, a new application process will be required.

CARRIED.

9. REPORTS

- a) **Application for a Temporary Use Permit at 890 Goldstream Avenue to allow the operation of an after-school computer coding programing for children.**
 - **Staff Report (Planning)**

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR WADE

That Council proceed with the consideration of Temporary Use Permit TUP20-0003 at 890 Goldstream Avenue to allow a computer programming school for children for the period of three years, subject to the following terms and conditions:

- a) That addressing for the three units be clarified and revised as required to the satisfaction of the Fire Chief prior to issuance of a business licence;
- b) That the applicant will retain an Architect to supply the appropriate code analysis for the building change of use and to ensure code compliant fire separations and B.C. Building Code 2018 code requirements are met for the unit prior to a business licence being issued, to the satisfaction of the Chief Building Inspector;
- c) That the Temporary Use Permit be issued only to Jesse Bowness, doing business as Code Ninjas Westshore and not be transferred to any subsequent business or business owner should Jesse Bowness, Code Ninjas Westshore cease to operate.

CARRIED.

- b) Variances Associated with Rezoning of 494 Goldstream Avenue from One- and Two-Family Residential (R2) Zone to City Centre (CC1) to Allow for a 6-Storey Mixed-Use Building**
 - **Staff Report (Planning)**

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR WADE

That Council give 1st reading to Bylaw 1905 to amend the zoning designation of the property located at 494 Goldstream Avenue from R2 (One- and Two-Family Residential) to CC1 (City Centre); and

Authorize the Director of Planning to issue the following variances in the Form and Character Development Permit for 494 Goldstream Avenue:

- a. That Section 6.57.06(2)(a) be varied to reduce the minimum exterior side yard setback from the required 4.0m to 2.0m.
- b. That Section 6.57.06(2)(b) be varied to reduce the minimum interior side yard setback from the required 3.0m to 2.0m.
- c. That Section 6.57.08(1) be varied to reduce the minimum distance of an unenclosed surface parking space to a lot line abutting a highway from the required 3.0m to 2.0m.
- d. That Section 6.57.08(3) be varied to reduce the minimum landscaped area between surface parking stalls and rear lot line from the required 3.0m to 2.0m.

CARRIED.

**c) Disposition of Portions of 2855 West Shore Parkway and 1365 Goldstream Ave
- Staff Report (Administration)**

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR WADE

That Council approve the disposition on the terms and conditions of the attached purchase and sale agreement with Canwest Hotels Ltd, for an approximate 1.8 ha (4.5 ac) portion of the properties legally described as Lot 1 Section 1 Goldstream District Plan VIP69106 and Lot 2 Section 1 Goldstream District Plan 12263 Except Part In Plan EPP60296; AND

Direct Staff to proceed with legal surveys to subdivide the lands to be purchased from the parent parcels, and into two ultimate lots.

CARRIED.

10. BYLAWS

a) BYLAW NO. 1847

**"City of Langford Fees and Charges, Amendment No. 13, Bylaw No. 1847, 2020".
(ADOPTION)**

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR WADE

That Council adopt Bylaw No. 1847.

CARRIED.

b) BYLAW NO. 1864

**"Langford Zoning Bylaw, Amendment No. 574, (Omnibus No. 52 – Residential Zone Combining), Bylaw No. 1864, 2020".
(ADOPTION)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR BLACKWELL

That Council adopt Bylaw No. 1864.

CARRIED.

c) BYLAW NO. 1885

**"Langford Zoning Bylaw, Amendment No. 583, (1100 McCallum Rd and 2780 Spencer Rd), Bylaw No. 1885, 2020".
(ADOPTION)**

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR WADE

That Council adopt Bylaw No. 1855.

CARRIED.

d) BYLAW NO. 1893

"Langford Zoning Bylaw, Amendment No. 586, (721, 749, 755, 759, 767, 769 Meaford Ave), Bylaw No. 1893, 2020".

(ADOPTION)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR BLACKWELL

That Council adopt Bylaw No. 1893.

CARRIED.

e) BYLAW NO. 1904

"Langford Zoning Bylaw, Amendment No. 589, (Omnibus No. 51 – City Centre 1 Zone), Bylaw No. 1904, 2020".

(SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR WADE

That Council give Bylaw No. 1904 second and third readings.

CARRIED.

f) BYLAW NO. 1905

"Langford Zoning Bylaw, Amendment No. 590, (494 Goldstream Ave), Bylaw No. 1905, 2020".

(FIRST READING)

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR WADE

That Council give Bylaw No. 1905 first reading.

CARRIED.

g) BYLAW NO. 1913
**“City of Langford Tax Exemption Public Athletic and Library Facility Bylaw No. 1588,
2015 Amendment No. 1, Bylaw No. 1913, 2020.”**
(FIRST, SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR WADE

That Council give Bylaw No. 1913 first, second and third readings.

CARRIED.

h) BYLAW NO. 1920
**“Langford Zoning Bylaw, Amendment No. 597, (Omnibus No. 53–
Various Amendments), Bylaw No. 1920, 2020”.**
(SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR WADE

That Council give Bylaw No. 1920 second and third readings.

CARRIED.

i) BYLAW NO. 1922
“Peatt Road DCC Agreement (Project 13)”.
(ADOPTION)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR STEWART

That Council adopt Bylaw No. 1922.

CARRIED.

j) BYLAW NO. 1923
“Highway 14 (Sooke Road) DCC Agreement (Project 24)”.
(ADOPTION)

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR WADE

That Council adopt Bylaw No. 1923.

CARRIED.

k) BYLAW NO. 1928
“2020 Tax Sale Deferment Bylaw No. 1928, 2020”
(FIRST, SECOND AND THIRD READINGS AND ADOPTION)

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR STEWART

That Council give Bylaw No. 1928 first, second and third readings and adoption.

CARRIED.

11. IN-CAMERA RESOLUTION

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR STEWART

THAT Council close the meeting to the public pursuant to section 90 (1) e of the *Community Charter* to consider:

- **the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality.**

CARRIED.

12. ADJOURNMENT

Acting Mayor Sahlstrom adjourned the meeting at 7:13 pm.

PRESIDING COUNCIL MEMBER:

CERTIFIED CORRECT
Corporate Officer



Notice of Intention to Consider Issuance of a Temporary Use Permit

Council for the City of Langford hereby gives Notice of Intention to consider issuance of a Temporary Use Permit at its Regular Meeting scheduled for 5:30 pm, Tuesday, 8 September 2020, in the City Hall Council Chamber on the Third Floor of 877 Goldstream Avenue.

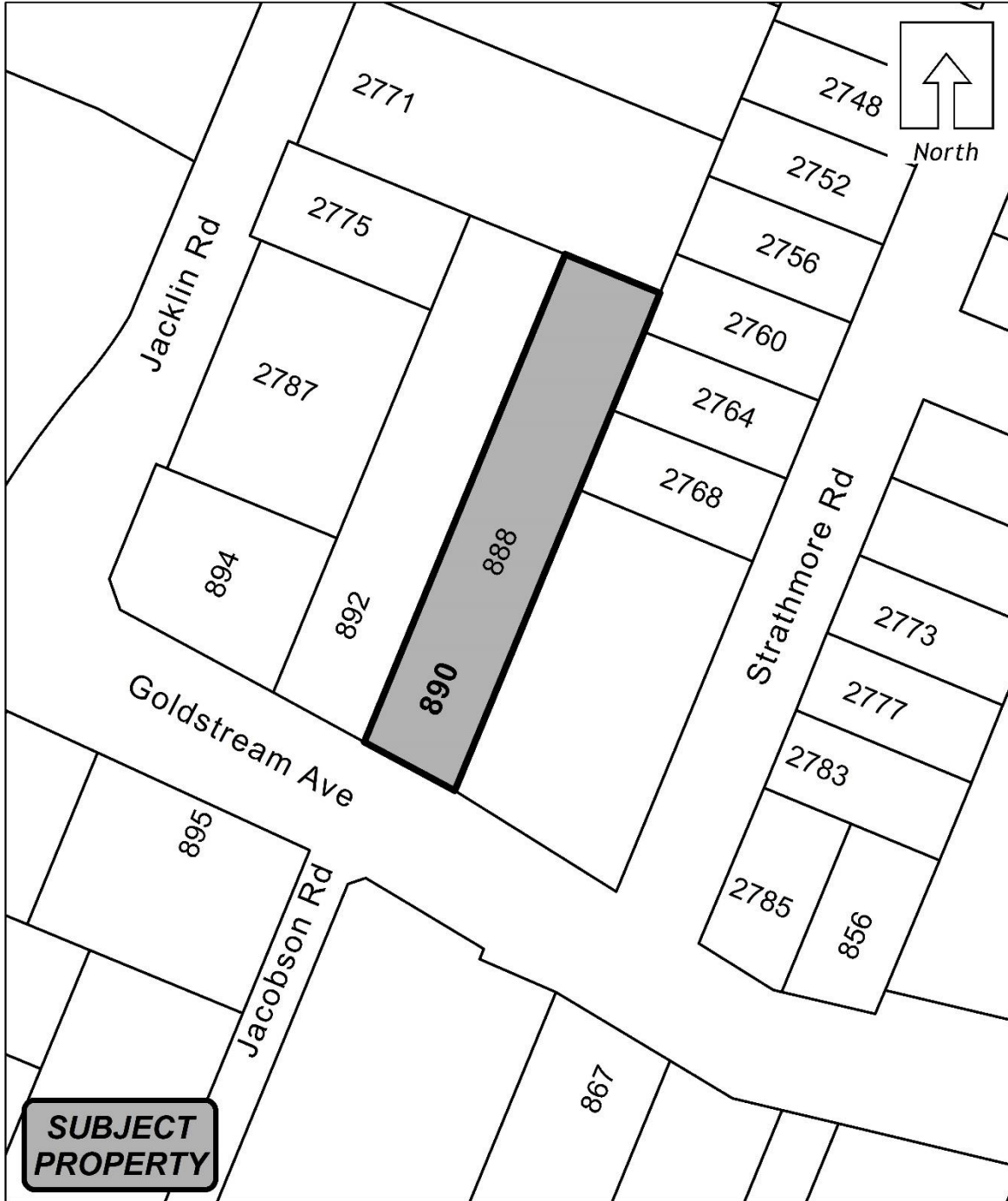
- File Temporary Use Permit No. TUP20-0003
- Applicant Jesse Bowness of Code Ninjas Westshore
- Location The lands that are the subject of Temporary Use Permit No. TUP20-0003 are 890 Goldstream Avenue.
- Purpose The purpose of the proposed Temporary Use Permit is to allow an after-school computer coding program for children.

The purpose of this Notice is to acquaint the property owners and residents in the area with the specifics of the proposed temporary use permit. We request that any written submissions be submitted by Wednesday, 2 September 2020. The submissions will then be distributed for Council's consideration. You may also speak at the Council Meeting of date during the Public Participation Section at the beginning of the meeting. **PLEASE NOTE: This meeting will be held electronically, and not in-person. Information about how to connect to this meeting by phone may be found on the City's Website: www.langford.ca**

COPIES of the complete Notice and other material that the Council may consider in relation to the temporary use permit may be viewed online at: www.langford.ca or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact Kory Elliott in the Planning Department at 250-478-7882 or by email at kelliott@langford.ca with any questions on this temporary use permit.

Braden Hutchins
Director of Corporate Services

**TEMPORARY USE PERMIT
(TUP20-0003)
890 Goldstream Ave**



Document Name: TUP20-0003_Site_Map

Scale: N.T.S.

Last Revised: 6/18/2020



City of Langford

www.cityoflangford.ca

Staff Report to Council

Date: September 8, 2020
Department: Administration
Subject: Disposition of the North Langford Recreation Centre

Background

In early 2020, the City issued a request for expression of interest for the potential sale of the North Langford Recreation Centre. Two responses were received at the end of February, 2020.

Commentary

From March 2020 to now, City staff have been in detailed negotiations with the leading proponent regarding the potential terms of a purchase and sale agreement. Staff have completed this negotiation and key terms of the purchase and sale agreement, in the order they are included in the agreement, are as follows:

- Purchaser: Bear Mountain Adventures
- Base Purchase Price: \$3,575,000 (includes land, facility and all chattels)
- Deposit: \$350,000
- Closing Date: November 30, 2020
- Parking:
 - Prior to completion, the City will issue any necessary parking variances
 - Within one year of completion, the City will secure an easement on the Westin Hotel property or will ensure all parking is accessible from the North Langford Recreation Centre property (currently, the lower parking of the facility lot does not have legal access)
- Maintenance: the City will cover basic maintenance (e.g. janitorial/landscaping) up to \$20,000 until the completion date, as well as up to \$30,000 for significant repairs that are not covered by insurance or warranty
- Buyer Condition Precedent: The Buyer will have a 45-day due diligence period following the execution of the agreement by both parties
- Restricted Uses:

- The use of the property will primarily be restricted to recreation related activities for 25 years (after that, this restriction falls away)
- Retail uses in the original building may be expanded by 12.5% from the current amount of retail use, provided the City is compensated for this change in use as demonstrated by an appraisal
- Any modifications to the original building will not result in a loss of greater than 12.5% of the interior portion of the build ordinarily accessible to the public
- The hours of the recreation centre will be a minimum of 80 hours a week between the hours of 6 am – 10 pm (with the exception of retail operations)
- If the recreation centre is closed for modifications for longer than 24 months within any twelve-and-a-half-year period, then the term of the covenant securing recreation use and the option to purchase will be automatically extended by the duration of the closure
- Residents of the City of Langford will be entitled to a ten percent (10%) discount on drop-in rates and monthly passes
- The owner will provide a variety of drop in ticket purchase options to all persons for entry to the facility
- The building addition may be used for uses associated with recreation (e.g. offices, personal services or retail), or may be used as a real estate sales office
- Buyer improvements:
 - the Buyer will construct, within 24 months, an expansion to the Recreation Centre consisting of a second swimming pool of an area at least 210 square metres at the surface, and a seating expansion (the “Expansion”)
 - The Buyer will also construct a tot aquatic facility, somewhere in the future Bear Mountain Village, similar to the tot aquatic facility at Uptown Mall, within 55 months
 - If these improvements are not constructed within the required timelines, the ultimate purchase price of the property would increase to up to \$4,000,000.
- City Security on Uses and Financial Penalties
 - If the Buyer does not meet its above obligations with respect to uses or financial contributions in lieu of improvements, for the first five years, the City can purchase the property back at 75% the purchase price plus seventy-five percent (75%) of the then fair market value of any additional lands added to the property to accommodate the improvements and all buildings and improvements erected
 - After the first five years, if the buyer does not meet its above obligations with respect to uses, the City can purchase the property for seventy-five percent (75%) of the then fair market value of the improved recreation centre
 - Note that the above buy-back provisions are only available to the City if the Buyer defaults and does not cure the default within either 15 or 30 days (depending on the default) or there are more than two defaults within 12 months

Financial Implications

The City will receive a minimum of \$3,575,000 from the sale, plus an improvement to recreation amenities or additional financial contributions if the recreation improvements are not constructed within the required timelines.

Council should note that the City has received an independent appraisal of the North Langford Recreation Centre, which valued the property at \$4,000,000. Via the outlined terms of the agreement, the City will

receive this amount for the community in-kind if the additional recreation amenities are built or will receive this amount in cash if the recreation improvements are not built.

Legal Implications

The required legal notices of disposition, as per s. 26 of the *Community Charter*, have been placed in the paper for two consecutive weeks.

Council may also wish to note that the attached documents have been prepared with extensive consultation with the City's lawyers.

Options

1. That Council approve the disposition of the North Langford Recreation Centre located at 1997 Country Club Way as per the attached and executed purchase and sale agreement;

OR

2. That Council directs staff not to dispose of the North Langford Recreation Centre.

Respectfully submitted,

Submitted by:	Braden Hutchins, Director of Corporate Services
Concurrence:	Marie Watmough, Manager of Legislative Services
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Chris Aubrey, Fire Chief
Concurrence:	Donna Petrie, Manager of Economic Development and Events
Concurrence:	Darren Kiedyk, Chief Administrative Officer
Concurrence:	George Henshall, Deputy Director of Engineering

:BH

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated for reference August _____, 2020.

BETWEEN:

CITY OF LANGFORD

2nd Floor, 877 Goldstream Avenue, Langford, British Columbia, V9B 2X8

(the "City")

AND:

BEAR MOUNTAIN ADVENTURES LTD.

1900 - 885 West Georgia Street, Vancouver, British Columbia, V6C 3H4

(the "Buyer")

WHEREAS:

- A. The City is the registered owner in fee simple of those lands and premises located at civic address 1997 Country Club Way in Langford, British Columbia, and legally described as:

PID: 025-838-903

Lot 6 Section 82 Highland District Plan VIP76365,

together with all buildings, improvements, structures, fixtures, appurtenances and attachments thereto, whether or not attached thereto and forming part thereof (collectively, the "Lands"); and

- B. Located on the Lands is a recreation centre, including an outdoor pool, hot tub and fitness centre and other facilities and services (collectively, the "Recreation Centre"), generally for public use; and
- C. The Buyer wishes to purchase the Lands from the City, and the City wishes to sell the Lands to the Buyer, upon the terms and conditions herein set forth.

THIS AGREEMENT IS EVIDENCE THAT in consideration of the promises exchanged below and other good and valuable consideration (the receipt and sufficiency of which each party acknowledges), the City and the Buyer agree with each other as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions – In this Agreement, in addition to the words defined in the recitals to it:

- (a) **“Business Day”** means a day other than a Saturday, Sunday, or statutory holiday in B.C.
- (b) **“Buyer’s Solicitors”** means Koffman Kalef LLP.
- (c) **“Chattels”** means the machinery, equipment, furnishings, and fixtures used in connection with the Recreation Centre and the Lands which are owned by the City and are presently located on the Lands, including, without limitation, those items listed in Schedule B;
- (d) **“City’s Solicitors”** means Young, Anderson.
- (e) **“Completion Date”** has the meaning given to it in Section 3.8.
- (f) **“Contaminants”** means:
 - (i) as defined in the *Environmental Management Act*, any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Laws.
- (g) **“Covenant”** means a covenant under Section 219 of the *Land Title Act* in the form attached as Schedule D providing, among other things, that the Lands shall not be used for any purpose except to operate the Recreation Use, as that term is defined in the Covenant.
- (h) **“Deposit”** means a deposit in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00).
- (i) **“Environmental Law”** means any past, present or future common law or principle, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the

environment, environmental protection, pollution or public or occupational safety or health.

- (j) **"GST"** means any tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or replaced from time to time, including for certainty, goods and services tax.
- (k) **"LTO"** means the Victoria Land Title Office.
- (l) **"Option to Purchase"** means an option to purchase granted to the City in the form attached as Schedule E providing that if the Lands are not used as a recreation centre (or such other use as may evolve in the recreation and leisure business as contemplated therein) ready for opening to the public as contemplated by the Covenant, then the City may re-purchase the Lands from the Buyer upon the terms and conditions therein provided.
- (m) **"Permitted Encumbrances"** means the legal notations and charges on the title search for the Lands attached to this Agreement as Schedule A.
- (n) **"Purchase Price"** means Three Million Five Hundred Seventy-Five Thousand Dollars (\$3,575,000.00).
- (o) **"Transfer"** means a transfer in registerable form transferring the estate in fee simple of the Lands to the Buyer.

ARTICLE 2 - PURCHASE AND SALE

2.1 Purchase and Sale – The Buyer will purchase from the City, and the City will sell to the Buyer:

- (a) good and marketable title to the Lands; and
- (b) good and marketable title to the Chattels

free and clear of all registered liens, charges and encumbrances, except for the Permitted Encumbrances, for the Purchase Price, on the terms and conditions of this Agreement.

2.2 Payment of Purchase Price – The Buyer will pay the Purchase Price as follows:

- (a) by payment of the Deposit to the City's Solicitors, in trust, by WIRE TRANSFER within five (5) Business Days of this Agreement being fully executed to be held by the City's Solicitors in a non-interest bearing trust account with a bank, credit union, or other similar financial institution, and the City and the Buyer agreeing that:

- (i) upon completion, the Deposit will be credited on account of the Purchase Price;
 - (ii) the Deposit shall be returned to the Buyer if any one or more of the conditions precedent under Article 5 of this Agreement is not fulfilled or waived within the times provided;
 - (iii) the Deposit shall be retained by the City if the Buyer defaults in its obligation to purchase the Lands under this Agreement and that default is not waived in writing by the City, as a genuine pre-estimate of liquidated damages and the City shall have no further rights or remedies at law or in equity; and
 - (iv) the Deposit shall be returned to the Buyer if the City defaults in its obligation to sell the Lands under this Agreement and that default is not waived in writing by the Buyer, without prejudice to any other remedies the Buyer may have; provided, however, that such remedies against the City shall be limited to a maximum recovery of proven damages not exceeding the amount of the Deposit, exclusive of all interest and costs. In the alternative, the City agrees that the Buyer, at its discretion, will be entitled as a matter of right to apply to a court of competent jurisdiction for relief by way of specific performance or other equitable remedies, as may be appropriate, to ensure the City's compliance with its obligations under this Agreement including its obligation to convey the Lands to the Buyer pursuant to the terms and conditions hereof; and
- (b) by payment to the City on the Completion Date of the balance of the Purchase Price adjusted in accordance with this Agreement.

ARTICLE 3 - TRANSFER

- 3.1 Title and Possession** – On the Completion Date, the City will:
- (a) convey the estate in fee simple of the Lands to the Buyer free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances; and
 - (b) give vacant possession of the Lands to the Buyer, subject only to the Permitted Encumbrances.
- 3.2 Covenant and Option to Purchase** – On the Completion Date, the Buyer will grant to the City the Covenant and the Option to Purchase and will cause the Covenant and the Option to Purchase to be registered against title to the Lands with priority over all financial charges and encumbrances, provided that the City covenants and agrees to enter into one tri-party agreement with the Buyer (or any subsequent owner of the

Lands) and a mortgagee of the Lands containing the key terms set out in Schedule G of this Agreement and other terms satisfactory to the City's solicitors, acting reasonably (the "**Tri-Party Agreement**"). For clarity, nothing in this Section 3.2 obligates the City to be a party to more than one Tri-Party Agreement at any one time.

3.3 Adjustments – All adjustments to the Purchase Price in respect of the Lands, both incoming and outgoing, usually the subject of adjustments between a vendor and a purchaser in connection with the purchase and sale of land, including adjustments of utilities and property taxes, will be made up to and including the Completion Date.

3.4 Closing Documents –

- (a) No later than five (5) days before the Completion Date, the Buyer will cause the Buyer's Solicitors to deliver to the City's Solicitors, duly executed by the Buyer and in a form registrable in the LTO, as applicable:
- (i) the Transfer, to be approved and executed by the City;
 - (ii) a bill of sale with respect to the Chattels;
 - (iii) the Covenant, to be executed by the City;
 - (iv) the Option to Purchase, to be executed by the City;
 - (v) a vendor's statement of adjustments, to be approved and executed by the City;
 - (vi) the declaration in the form attached as Schedule C to this Agreement with respect to the payment of GST;
 - (vii) assignment of rights with respect to any liquor and food licences applicable to the Recreation Centre; and
 - (viii) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of the Buyer's Solicitors for more perfectly and absolutely assigning, transferring, conveying and assuring to and vesting in the Buyer, title to the Lands free and clear of any tenancy, judgement, lien, claim, charge, encumbrance or legal notation other than the Permitted Encumbrances as contemplated herein.
- (b) Before the Completion Date, the City will cause the City's Solicitors to deliver to the Buyer's Solicitors the Transfer, the Covenant, the Option to Purchase, the vendor's statement of adjustments, the bill of sale and the assignment of rights with respect to any liquor and food licences applicable to the Recreation Centre together with any other deeds, acts, things, certificates and assurances

as may be requisite in the reasonable opinion of the Buyer's Solicitors as contemplated in Section 3.4(a)(viii) above, each executed on behalf of the City, on undertakings satisfactory to the City's Solicitors and the Buyer's Solicitors, both acting reasonably.

3.5 Completion –

- (a) On or before the Completion Date the Buyer will pay to the Buyer's Solicitors, in trust, the amount payable under Section 2.2(b), adjusted in accordance with this Agreement, and One Hundred Thirty Thousand Dollars (\$130,000.00) on account of reconciliation under the lease agreement for the North Langford Recreation Centre dated for reference April 17, 2015, between the City and Ecoasis Resort and Golf LLP, a company related to the Buyer.
- (b) On the Completion Date, forthwith after the payment of the amount under Section 3.5(a) and after receipt from the City's Solicitors of the documents under Section 3.4(b), the Buyer will cause the Buyer's Solicitors to file in the LTO the following documents in the following order as an "all or nothing" package for registration:
 - (i) the Transfer and associated Property Transfer Tax Return;
 - (ii) the Covenant; and
 - (iii) the Option to Purchase.
- (c) Upon the Buyer's Solicitors obtaining a post-application for registration search of title to Lands that shows that in the normal course of land title office routine the Buyer will be the registered owner in fee simple of the Lands subject only to the Permitted Encumbrances, the Covenant and the Option to Purchase, the Buyer shall cause the Buyer's Solicitors to send to the City's Solicitors by WIRE TRANSFER the amount under Section 3.5(a).
- (d) The requirements of this Section 3.5 are concurrent requirements and this transaction will not be considered to be complete until everything required to be done by this Section 3.5 is done.

3.6 Buyer Financing – Notwithstanding Section 3.5, if the Buyer is relying on a new mortgage (the "**Mortgage**") to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price until after the Transfer and Mortgage documents have been lodged for registration in the LTO, but only if, before such lodging, the Buyer has:

- (a) made available for tender to the City's Solicitors that portion of the Purchase Price not secured by the Mortgage;

- (b) fulfilled all of the Mortgage conditions for funding except lodging the Mortgage for registration; and
 - (c) made available to the City's Solicitors an undertaking from the Buyer's Solicitors to pay the Purchase Price to the City's Solicitors upon the lodging of the Transfer and Mortgage documents and the advance by the mortgagee of the Mortgage proceeds in accordance with the Canadian Bar Association (BC Branch – Real Property Section) standard undertakings.
- 3.7 Risk** – The Lands is at the City's risk until 12:01 a.m. on the Completion Date and at the Buyer's risk thereafter.
- 3.8 Completion Date** - The completion date shall be November 30, 2020. Notwithstanding the foregoing, it is acknowledged and agreed that the Buyer, at its discretion, may elect to complete the closing of the purchase of the Lands by giving the City not less than ten (10) days' notice thereof, and, in such case, the Completion Date will be that date which is thirty (30) days after the giving of such notice to the City.

ARTICLE 4 - REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

- 4.1 Buyer's Representations, Warranties and Covenants** – The Buyer hereby represents and warrants to the City that the following are true, and covenants with the City that the following will be true on the Completion Date:
- (a) the Buyer has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement;
 - (b) the Buyer will be registered under the *Excise Tax Act* (Canada) for the purposes of GST prior to the Closing Date;
 - (c) the Buyer is duly incorporated and validly existing under its jurisdiction of incorporation, is in good standing under the legislation governing it, and has made all filings required under such legislation; and
 - (d) the Buyer has the power and capacity to enter into and carry out the transaction provided for in this Agreement.
- 4.2 Acknowledgments and Agreements of the Buyer** – The Buyer acknowledges and agrees that:
- (a) the City sells and the Buyer purchases the Lands and the Chattels on an "as is" basis and condition;

- (b) the City has not made any representations, warranties, or agreements as to the condition or quality of the Lands, including as to:
 - (i) the subsurface nature or condition of the Lands (including soil type, hydrology and geotechnical quality or stability);
 - (ii) the environmental condition of the Lands (including regarding Contaminants in, on, under or migrating to or from the Lands) or regarding the compliance of the Lands, or past or present activities on it, with any Environment Laws; or
 - (iii) the suitability of the Lands for any particular use or development;
- (c) it is the sole responsibility of the Buyer to satisfy itself with respect to the matters referred to in Section 4.2(b) including by conducting any reports, tests, investigations, studies, audits and other enquiries that the Buyer, in its sole discretion, considers prudent;
- (d) the Buyer has not relied, and will not rely, upon any documentation or information regarding the Lands that may have been provided by or on behalf of the City to the Buyer prior to the Buyer's execution of this Agreement or that may be provided following such execution and the Buyer hereby releases the City from any and all liability associated with its use or reliance upon any documentation or information provided at any time to the Buyer by the City or any of its elected and appointed officials, employees, contractors or agents;
- (e) effective from and after the Completion Date, the Buyer assumes and is solely responsible for, and releases the City (and its elected and appointed officials, employees, contractors and agents) from and against, any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs (as defined in the *Environmental Management Act* (British Columbia)), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after the Completion Date, which the Buyer or any other person has or may have arising out of or in any way related to or in connection with the Lands, including the presence of Contaminants in, on, under or migrating to or from the Lands, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants;
- (f) without limiting the rest of this Section 4.2, for the purpose of allocation of remediation costs pursuant to the *Environmental Management Act* (British Columbia), including and after the Completion Date, the Buyer will be, as between the City and the Buyer, solely responsible for the costs of any mandatory or voluntary remediation of the Lands under that Act and this binds

the Buyer with respect to any allocation of remediation costs, as defined by that Act, by any procedure under that Act; and

- (g) the City has not made any representations, warranties, or agreements with the Buyer as to whether or not any GST is payable by the Buyer in respect of the sale of the Lands to the Buyer.

4.3 Site Profile – The Buyer hereby waives delivery by the City of a site profile under the *Environmental Management Act* (British Columbia).

4.4 City's Representations, Warranties and Covenants –

- (a) The City hereby represents and warrants to the Buyer that, to the best of the City's knowledge, the following are true, and covenants with the Buyer that from the date of this Agreement that the following will be true on the Completion Date:
 - (i) on the Completion Date, the City will not have any indebtedness to any person, business, company, or governmental authority which by operation of law or otherwise then constitutes a lien, charge or encumbrance on the Lands or the Chattels or which could affect the right of the Buyer to own, occupy, and obtain revenue from the Lands and/or the Recreation Centre, except for the Permitted Encumbrances;
 - (ii) there is no claim or litigation pending or, to the actual knowledge of the City (without any investigation), threatened with respect to the City, the Lands, the Recreation Centre, and/or the occupancy or use thereof which could affect the right of the Buyer to own, occupy, and obtain revenue therefrom and/or the ability of the City to perform its obligations under this Agreement;
 - (iii) there are no employees hired or engaged by the City in connection with the Lands and/or the Recreation Centre and there are no collective agreements or proceedings under the British Columbia Labour Relations Code binding the City or its employees which would become an obligation of or be binding upon the Buyer;
 - (iv) all Chattels are fully owned by the City and the City is able to convey free and marketable title thereto to the Buyer on the Completion Date without any encumbrances, liens or other charges relating thereto;
 - (v) there are no contingent liabilities relating to the Lands, the Recreation Centre and/or the business operated therefrom for which the Buyer would be responsible or liable following the Completion Date; and

- (vi) any building on the Lands does not encroach onto any adjoining lands other than Academy Way, and if and when Academy Way is dedicated as public road, the existing Recreation Centre will not encroach into Academy Way or any set back requirements (which shall be a zero setback) that might be required with respect to such dedication.
- (b) The City covenants with the Buyer as follows:
 - (i) to terminate (with a termination date effective prior to the Completion Date), at the City's cost, all service contracts which are not assignable to and assumable by the Buyer or that the Buyer does not elect to assume by written notice given to the City prior to the Buyer's Subject Removal Date;
 - (ii) as and from the date hereof, the City or any associated parties to the City will not enter into any offers to lease, leases, licenses or other agreements granting any third party any rights of use and/or occupancy in respect of the Lands and/or the Recreation Centre or any part thereof that will be in effect on and after the Completion Date or bind the Buyer, without the prior written consent of the Buyer, which consent the Buyer may arbitrarily withhold; and
 - (iii) prior to the Completion Date, to proceed with and carry out any variance order necessary to cause the parking facility and parking count for the Recreation Centre to comply with applicable laws and not be a non-confirming use.

4.5 Encroaching Parking Areas and Easements –

- (a) The Buyer acknowledges that certain parking area improvements, including parking stalls, sidewalks, pedestrian pathways, fences and the like, encroach from the Lands and into portions of the adjacent common property of strata corporation VIS6037 and limited common property of Strata Lot 1, Strata Plan VIS6037 and/or are situated on the Lands but require access over and through the said adjacent common strata properties in order to gain access and egress thereto, as such parking areas and improvements are shown within Area A and Area B on the plans attached hereto as Schedule F (collectively, the "**Subject Parking Areas**"), and that such Subject Parking Areas and the use thereof are integral for access to and egress from the Recreation Centre by all persons and vehicles attending or using the Recreation Centre.
- (b) On or before the Completion Date, the City covenants and agrees to use its best efforts to validly and legally register, at the City's cost, easements in the LTO (such easements to be in a form and content satisfactory to the Buyer, acting reasonably) against the adjacent common and limited common strata

properties of the strata corporation for purposes of allowing unrestricted access over and use of the said properties and all improvements therein so as to allow unrestricted use of, access to and egress from the Subject Parking Areas for all persons and vehicles attending or using the Recreation Centre (the "Easements").

- (c) If the City is unable to obtain such Easements on or before the Completion Date, then the City covenants and agrees that within twelve (12) months of the Completion Date it shall, at its sole cost, either (1) validly and legally register the Easements in the LTO; or (2) rebuild and renovate the parking area on the Lands so that it is a single unified parking area without requirement to have use of or access over the adjacent common and limited common strata properties for purposes of access to and egress from the Recreation Centre by all persons and vehicles attending or using the Recreation Centre, and, in particular, the City covenants and agrees at its sole cost to rebuild the parking area on the Lands such that the number of parking stalls within Area A of the Subject Parking Areas as shown on Schedule F attached hereto are entirely located on the Lands, and shall make reasonable efforts to ensure the parking stalls are of the same width and length as currently lined.

4.6 Pre-Closing General Maintenance and Non-Structural Improvements –

- (a) Notwithstanding and in addition to the Buyer's rights under Section 6.4, the City grants to the Buyer, its agents, contractors and employees an unrestricted licence to enter upon the Lands (including the Recreation Centre) from time to time prior to the Completion Date for the purpose of:
- (i) carrying out normal and general maintenance of the Lands including the Recreation Centre and the Chattels such as, by way of example only, lawn maintenance and janitorial services; and
 - (ii) carrying out non-structural alterations and improvements in respect of the Lands including the Recreation Centre and the Chattels such as, by way of example only, painting; and

in all other respects the City is responsible for all repairs and replacements to the Recreation Centre and any damage or loss caused thereto, save and except if caused by the gross negligence of the Buyer.

- (b) All costs and expenses incurred by or on behalf of the Buyer in connection with such general maintenance services referred to in Section 4.6(a)(i) that fall within a budget pre-approved by the City and which do not exceed Twenty Thousand Dollars (\$20,000.00) in total will be paid for by the City within thirty (30) days of receipt of an invoice therefor.

- (c) All costs and expenses incurred by or on behalf of the Buyer in connection with necessary repair, maintenance and replacement of components of the Recreation Centre that are not under warranty or covered by insurance which do not exceed Thirty Thousand Dollars (\$30,000.00) in total will be paid for by the City, at the City's sole discretion, within thirty (30) days of receipt of an invoice therefor.
- (d) All costs and expenses referred to in Section 4.6(a)(ii) shall be paid for by the Buyer.
- (e) The Buyer agrees to release and indemnify, and hold harmless, the City from and against any and all actions, causes of actions, liability, demands, losses, costs and expenses (including legal fees and disbursements) which the City or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Buyer of its rights under this Section 4.6, except to the extent, if any, to which such actions, causes of actions, liability, demands, losses, costs and expenses (including legal fees and disbursements) arise from the acts and/or omissions of the City or those for whom the City is responsible at law.
- (f) For the duration of the licence granted under subsection (a) of this Section 4.6, the Buyer shall obtain and maintain a policy of commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and other losses arising out of or in connection with the occupation of the Lands by the Buyer, its agents, contractors and employees in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The policy of insurance required under this Section shall:
 - (i) name the City as an additional insured;
 - (ii) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Buyer which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
 - (iii) not be cancelled or materially altered without the insurer providing the City with thirty (30) days' written notice stating when such cancellation or change is to be effective;
 - (iv) be primary and non-contributing with respect to any policies carried by the City and shall provide that any coverage carried by the City is excess coverage;
 - (v) include a cross-liability clause; and

- (vi) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia.

ARTICLE 5 - CONDITIONS PRECEDENT

5.1 Conditions Precedent –

- (a) The completion of the transaction contemplated by this Agreement is subject to fulfilment of the following condition precedent on or before the date that is forty-five (45) days following the date on which this Agreement is fully executed (the “**Subject Removal Date**”):
- (i) the Buyer shall be satisfied with the results of the Buyer’s due diligence investigations of the Lands.
- (b) This condition precedent is for the benefit of the Buyer and may be waived by the Buyer in its sole discretion. If this condition precedent is not fulfilled or waived within the times provided, this Agreement is at an end and each of the parties shall have no further obligations to nor rights against the other in respect of this Agreement or the transaction contemplated herein.
- (c) In consideration of Ten Dollars (\$10.00) non-refundable paid by the Buyer to the City and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the City, the City agrees not to revoke its acceptance of this Agreement while it remains subject to this condition precedent.

ARTICLE 6 - MISCELLANEOUS

6.1 Fees and Taxes – The Buyer will pay, as and when due and payable:

- (a) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) in connection with the sale of the Lands to the Buyer;
- (b) LTO registration fees in connection with the registration of the Transfer, Covenant, Option to Purchase and Mortgage (if applicable);
- (c) its own legal fees and disbursements; and
- (d) any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Lands to the Buyer and any other amount payable by the Buyer under this Agreement, with the Buyer and the City agreeing that the Purchase Price does not include GST.

6.2 Preparation of Conveyancing Documents – The Buyer will, at its expense, prepare all necessary conveyancing documentation, including the Transfer.

- 6.3 No Real Estate Agent** – The Buyer represents and warrants to the City that no real estate, or other agent, has assisted the Buyer and that no real estate agent or other agent is entitled to any commission in connection with the purchase and sale of the Lands.
- 6.4 Access** – In addition to the licence described in Section 4.6, the Buyer, its agents and employees have a licence to enter upon the Lands (including the Recreation Centre) from time to time prior to the Completion Date, at the Buyer’s sole risk and expense, for the purpose of making inspections, surveys, tests and studies of the Lands including the Recreation Centre and the Chattels. The Buyer agrees to:
- (a) release and indemnify, and hold harmless, the City from and against any and all actions, causes of actions, liability, demands, losses, costs and expenses (including legal fees and disbursements) which the City or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Buyer of its rights under this Section 6.4; and
 - (b) with respect to carrying out the described purpose, leave the Lands in the same condition as that in which the Buyer found the Lands, including by removing any equipment, refuse or other matter brought onto the Lands by the Buyer or its agents or contractors.
- 6.5 Further Assurances** – The parties will execute and deliver all such further documents, deeds and instruments, and do and perform such other acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.
- 6.6 Notice** – Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a “Notice” under this Section 6.6) which may be or is required to be given under this Agreement will be in writing and be delivered to the applicable address set out above, or sent by email to the City, Attention: Braden Hutchins, Corporate Officer, at 2nd Floor, 877 Goldstream Avenue, Langford, British Columbia, V9B 2X8 (email: bhutchins@landford.ca); and to the Buyer, Attention: Dan Matthews, President and CEO, 2050 Country Club Way, Victoria, British Columbia, V9B 6R3, by registered mail, and a copy to the Buyer’s solicitors, Koffman Kalef LLP, Attention: Patrick J. Julian (email: pjj@kkbl.com), or to such other address or email address of which notice has been given as provided in this Section 6.6. Any Notice that is delivered is to be considered given on the day it is delivered, and any Notice sent by email is to be considered given on the day it is sent, except that if, in either case, that day is not a Business Day, the Notice is to be considered given on the next Business Day after it is sent.

- 6.7 No Effect on Powers** – This Agreement does not, and nothing herein will:
- (a) affect or limit the common law or any statute, bylaw or other enactment applying to the Buyer or the Lands; or
 - (b) relieve the Buyer from complying with any common law or any statute, regulation, bylaw or other enactment.
- 6.8 Time of Essence** – Time is of essence in this Agreement.
- 6.9 Interpretation** – In this Agreement:
- (a) all dollar amounts referred to in this Agreement are Canadian dollars;
 - (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) the term “**enactment**” has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
 - (f) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement and any Schedules to this Agreement form part of this Agreement; and
 - (g) where the word “**including**” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.
- 6.10 Tender** – Any tender of documents or money to be made upon a party may be made at that party’s address set out in this Agreement or upon their solicitor.
- 6.11 No Other Agreements** – This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other representations, warranties, promises and agreements regarding its subject except as otherwise contemplated herein.
- 6.12 Assignment** – The City and the Buyer agree that the Buyer shall not assign this Agreement to any person without the prior written consent of the City which may be

withheld arbitrarily and without reason, provided that the Buyer may assign its interest in this Agreement without the consent of the City, to Westwood 360 Partners Inc. (or a substituted entity), or to such corporation or limited partnership or other entity as the Buyer shall select, provided that such corporation or the general partner of such limited partnership or other entity so selected by the Buyer shall be controlled by one of more directors or officers of the Buyer or have an ownership interest in the Buyer. Notwithstanding the foregoing, no assignment of this Agreement by the Buyer shall take effect until the condition precedent under Section 5.1 of this Agreement is fulfilled or waived and no assignment of this Agreement shall release the Buyer from its obligations hereunder.

6.13 Schedules – The following are Schedules to this Agreement and form an integral part of this Agreement:

- Schedule A - Permitted Encumbrances
- Schedule B - Chattels
- Schedule C - Buyer's GST Declaration
- Schedule D - Covenant
- Schedule E - Option to Purchase
- Schedule F - Sketch of Subject Parking Areas
- Schedule G - Tri-Party Agreement Key Terms

6.14 Modification – This Agreement may not be modified except by an instrument signed in writing by the parties, except that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.

6.15 Governing Law – This Agreement will be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

6.16 Non-Merger – None of the provisions of this Agreement will merge in the transfer of the Lands or any other documents delivered on the Completion Date and the provisions of this Agreement will survive the completion of the purchase and sale transaction under this Agreement.

6.17 Counterparts – This Agreement may be executed in multiple counterparts, each of which is deemed to be an original and all of which together constitute one and the same agreement.

As evidence of their agreement to be bound by the above terms and conditions, the parties have executed this Agreement below on the dates set out below.

CITY OF LANGFORD

by its authorized signatories:

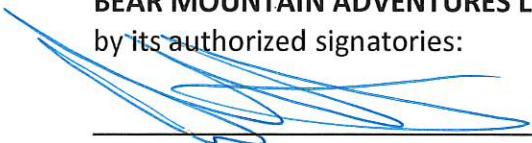
Mayor:

Corporate Officer:

Date: _____

BEAR MOUNTAIN ADVENTURES LTD.

by its authorized signatories:



Name:

 Dan Matthews .

Name:

Date: Sept 1/2020

SCHEDULE A

PERMITTED ENCUMBRANCES**TITLE SEARCH PRINT**

File Reference: 149-858

Declared Value \$2100000

2020-03-05, 15:15:03

Requestor: Patti Lockhart

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District	VICTORIA
Land Title Office	VICTORIA
Title Number	CA4214499
From Title Number	FB389435
Application Received	2015-02-02
Application Entered	2015-02-10
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	CITY OF LANGFORD 2ND FLOOR - 877 GOLDSTREAM AVENUE LANGFORD, BC V9B 2X8
Taxation Authority	Langford, City of
Description of Land	
Parcel Identifier:	025-838-903
Legal Description:	LOT 6 SECTION 82 HIGHLAND DISTRICT PLAN VIP76365

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET137876

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET38059

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET91149

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET96734

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV48928

TITLE SEARCH PRINT

File Reference: 149-858
 Declared Value \$2100000

2020-03-05, 15:15:03
 Requestor: Patti Lockhart

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
 GOVERNMENT ACT, SEE EX15196

HERETO IS ANNEXED EASEMENT FA72385 OVER LOT 5 PLAN VIP76365 AS SHOWN
 ON PLAN VIP81185

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
 GOVERNMENT ACT, SEE FB183776

Charges, Liens and Interests

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	EV78530
Registration Date and Time:	2003-07-17 14:43
Registered Owner:	DISTRICT OF LANGFORD
Remarks:	INTER ALIA
Nature:	COVENANT
Registration Number:	EW5436
Registration Date and Time:	2004-01-16 09:14
Registered Owner:	CITY OF LANGFORD
Remarks:	INTER ALIA
Nature:	COVENANT
Registration Number:	EW5451
Registration Date and Time:	2004-01-16 09:16
Registered Owner:	CITY OF LANGFORD
Remarks:	INTER ALIA
Nature:	EASEMENT
Registration Number:	FA72456
Registration Date and Time:	2006-06-15 14:31
Remarks:	PART IN PLAN VIP81186; APPURTENANT TO THE COMMON PROPERTY OF STRATA PLAN VIS6037

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

SCHEDULE B

CHATELS

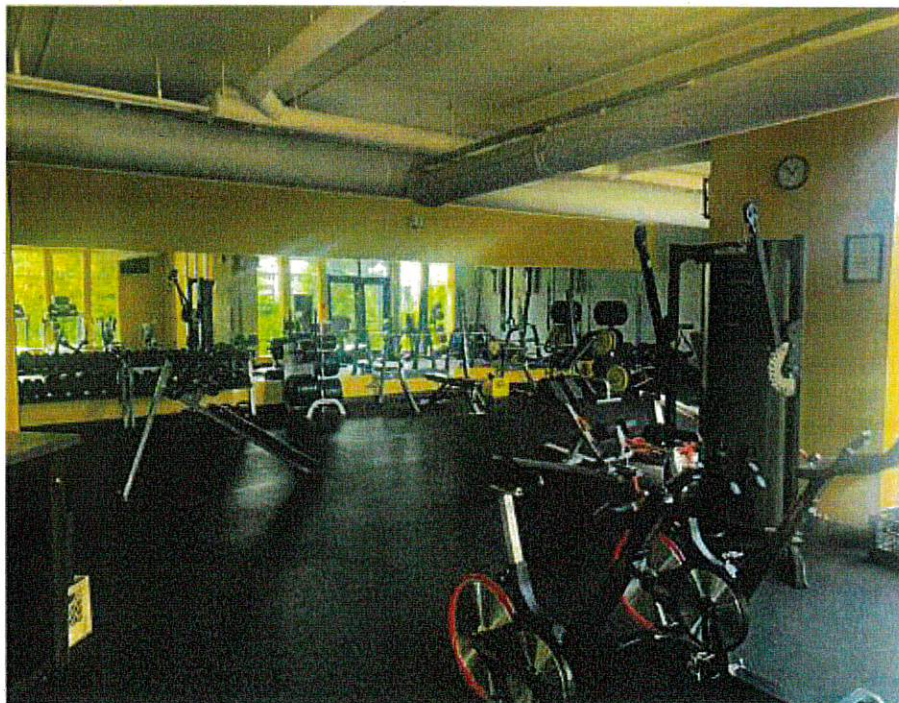
Bottom Floor Fitness Room			
Category	Items	Quantity	Serial Number
On The Walls			
	Posters/ Frames	5	
	Paintings	4	
	Hook Rows	3	
	Clock	1	
	Television	2	
	Large Mirrors	8	
	Door Signs	3	
	TV Holder	1	
Fixed Weight Dumbbell			
	2 lbs weights	2	
	3 lbs weights	4	
	5 lbs weights	6	
	8 lbs weights	12	
	10 lbs weights	10	
	12 lbs weights	7	
	15 lbs weights	8	
	20 lbs weights	3	
	25 lbs weights	2	
	30 lbs weights	2	
	35 lbs weights	4	
	45 lbs weights	2	
	50 lbs weights	1	
	55 lbs weights	2	
	Black Small Weight Rack	1	
	Silver Large Weight Rack	2	
Kettlebell Weight			

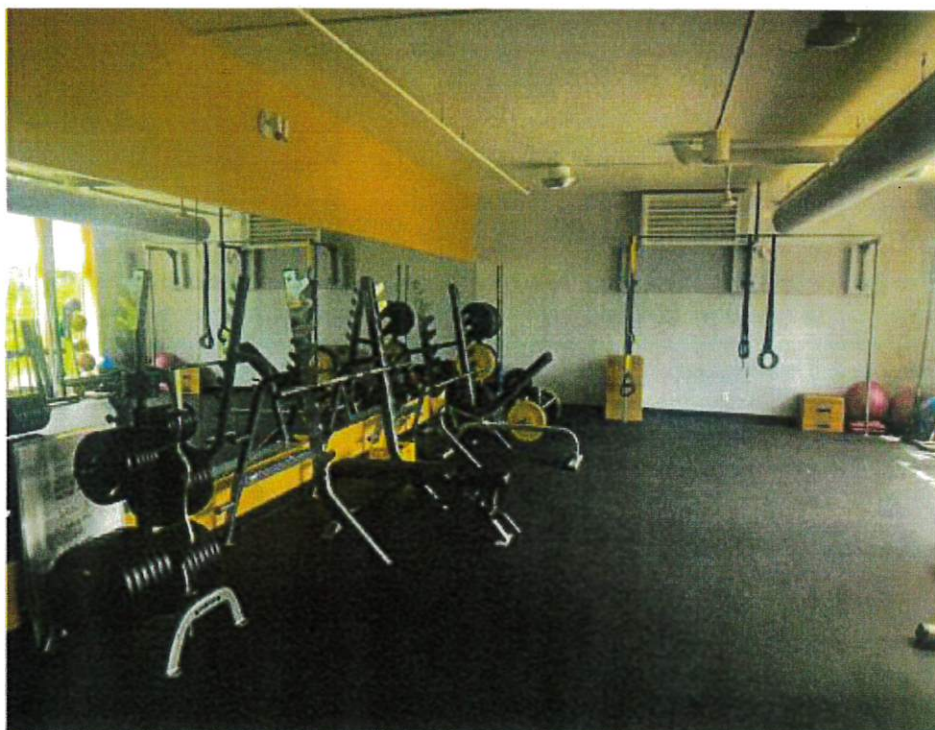
14 lbs weights	1
18 lbs weights	1
12 kg weights	1
16 kg weights	2
20 kg weights	2
24 kg weights	2
Standard Plate Weights	
2.5 lbs weights	8
5 lbs weights	8
10 lbs weights	6
25 lbs weights	8
35 lbs weights	6
45 lbs weights	6
5 kg weights	8
10 kg weights	8
15 kg weights	4
25 kg weights	4
Silver Plate Rack	2
Medicine Ball Weights and Fitness Balls	
Soft 18 lbs Medicine Balls	11
Pink Small Yoga Balls	2
Yoga Half Dome Balance Trainer	1
Medicine Ball Stand	2
Medicine Balls	10
Bars and Ropes	
Silver Squat Bar	1
Straight Silver Olympic Bar	4
Olympic Bar Holder	1
Suspension Trainer	1
Gymnastic Rings	2

Lightweight Bar Holder		1	
Plastic Silver Tubes		6	
Large Black Plastic Tubes		1	
9 lbs Black Bars		7	
10 lbs Black Bars		2	
Barbell Curve Bending Bar		1	
Large Machines			
Body Solid Adjustable Bench		1	# 006386-01-04-109A-0418
Paramount Fitness Adjustable Bench		1	#PFW-82 0503050
Built-in TRX Machine			
T Bar Row Landmine Olympic Barbell			
Stable Power Squat Stand		2	#2009081501120 #2009081501125
Seat Leg Press		1	#XL03 0506020
Precor Back Extension Bench		1	#BB07F06180006
Paramount Functional PFT-200 Trainer		1	#PFT-22 0503018
Keiser Spin Bikes		2	#190424-09780 #190424-09778
Aloyd Concept 2 Rower		3	
Precor Treadmill		3	#AE28A2919D033 #AAPCK0718D003 #AGNBB08180048
Adjustable Abs Bench		1	#2015122010177
Medium Equipment			
Plyo Boxes		5	
Black Oval Balancing Board			
Yoga Foam Mats		6	
Step Platforms		2	
Square Pink Platform Holders		22	
Climbing Rope		1	
Small Rectangular White Board		1	

Small Equipment	
Resistance Bands	12
Hook	3
Foam Roller	1
Abs Wheel Roller	1
Jump Ropes	5
Yoga Mat	4
Plastic Box full of clips and straps	1
Plastic Box full of bands for PFT-200 Trainer	1
Other Equipment	
Garbage Cans	1
Plastic Box	1
Paper Towel Dispenser	1
Table Stand	1
Stereo System	1

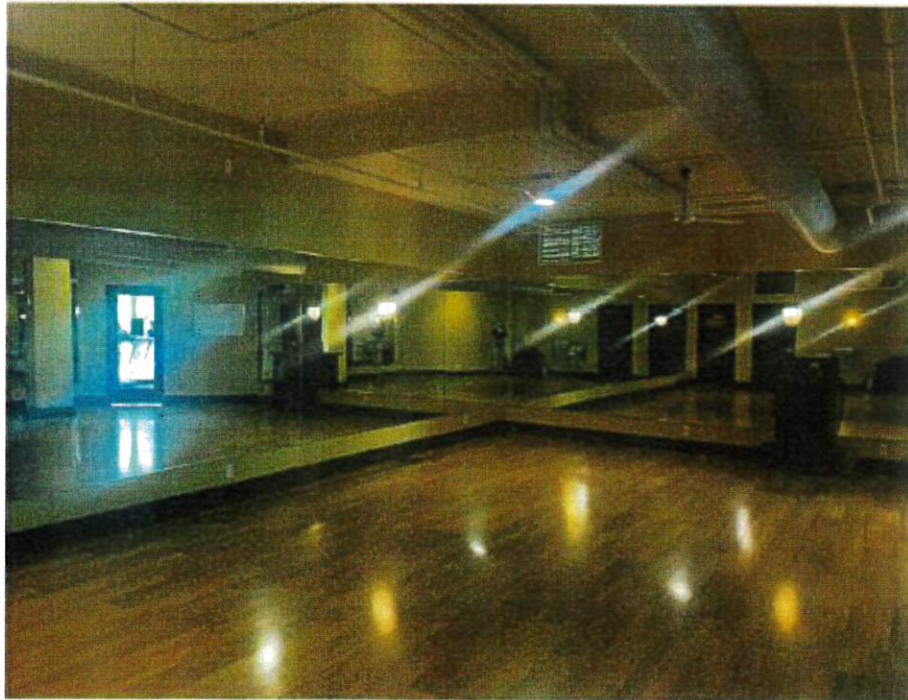
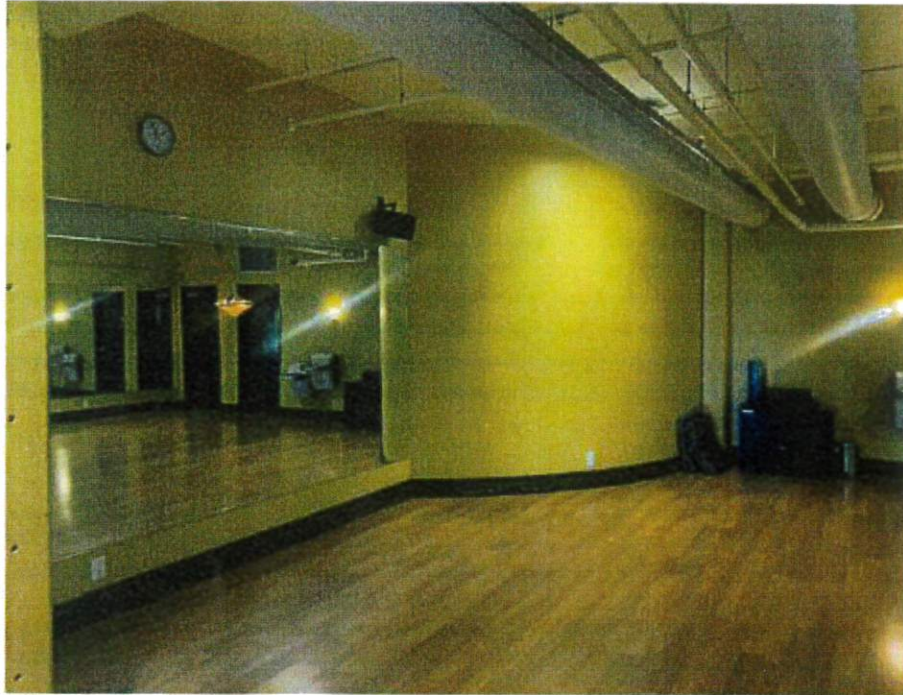
Bottom Floor Fitness Center





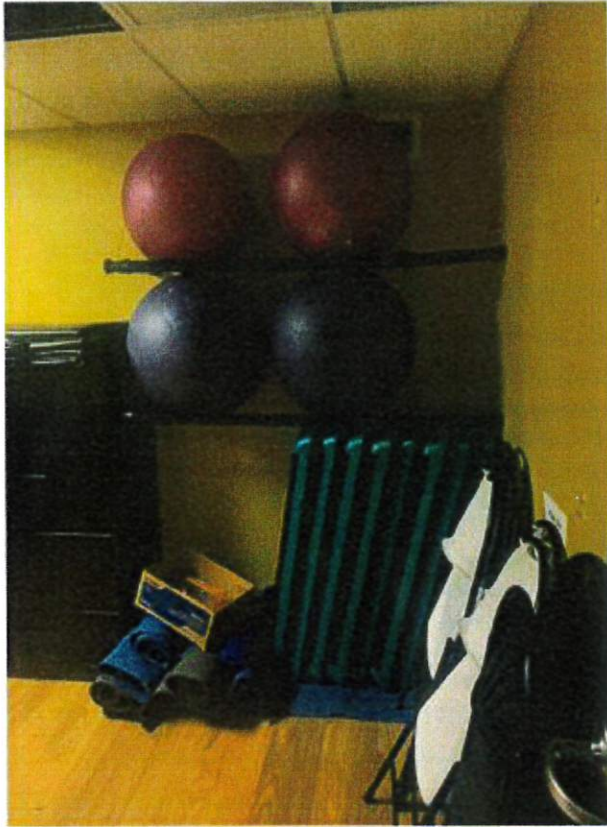
Studio/Dance Fitness Room			
Category	Items	Quantity	Serial Number
On The Walls			
	Small White Board	1	
	Large Mirrors	11	
	Clock	1	
	Speakers	2	
	Door Signs	1	
Other Equipment			
	Side Table	2	
	Trash Can	2	
	Stereo System	1	
	Water Fountain	2	
Fitness Equipment			
	Jumping Rope	1	
	Yoga Foam Mats	2	
	Foam Roller	1	
	Yoga Mat	1	
	Mini Foam Mats	15	

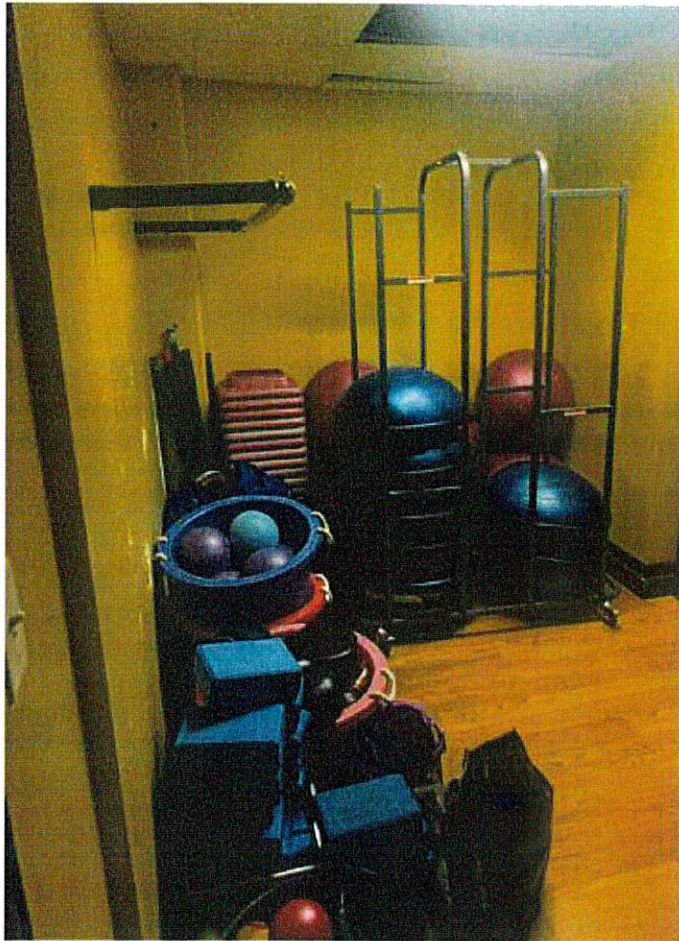
Studio/Dance Fitness Room



Extra Equipment Room			
Category	Items	Quantity	Serial Number
Office Equipment			
	Fold-Up Chairs	8	
	Cardboard Box filled with Miscellaneous Items	2	
	Wall Shelf Organizer	3	
	Drawer Cabinet filled with shirts, boxes and papers	2	
	Plug in Fan	1	
	Athletix Equipment Cleaner Pack	3	
	Blue Sac with CPR Doll	1	
	Door Sign	1	
Gym Equipment			
	Yoga Balls	11	
	Yoga Mats	9	
	Foam Yoga Mats	2	
	Step Platforms	8	
	Square Pink Platform Holders	21	
	Plastic Box of weights	1	
	Plastic Box of Jump Ropes and Balls	1	
	Plastic Box of Blue Foam Blocks	1	
	Blue Foam Blocks	1	
	Black Bag full of Blue/ White Ropes	1	
	Purple pull-up Sacs	1	
	Red Bin full of Boxing Gloves and equipment	1	
	Red Bin	2	
	Blue Bin full of Rubber Balls	1	
	Blue Sac full of Boxing gloves and equipment	1	
	Lightweight Bars	6	
	Yoga Half Dome Balance Trainer	10	
	Yoga Ball Stand Holder	1	

Extra Equipment Room





Front Entrance			
Category	Items	Quantity	Serial Number
On The Walls			
	Clock	1	
	Curtains	4	
	Curtain Holder	1	
	Door Signs	5	
	Bulletin Board	1	
	Wall Letters	16	
	Wall Key Holder Shelf	1	
Decor			
	Plant Pots	7	
	Basket	1	
Furniture			
	Seating Chairs	4	
	Office Chairs	2	
	Table	2	
	Wall Cabinet	2	
	Wood Storage Cabinets	2	
Other			
	Floor Mats	2	
	Garbage Cans	2	
	PA System	1	

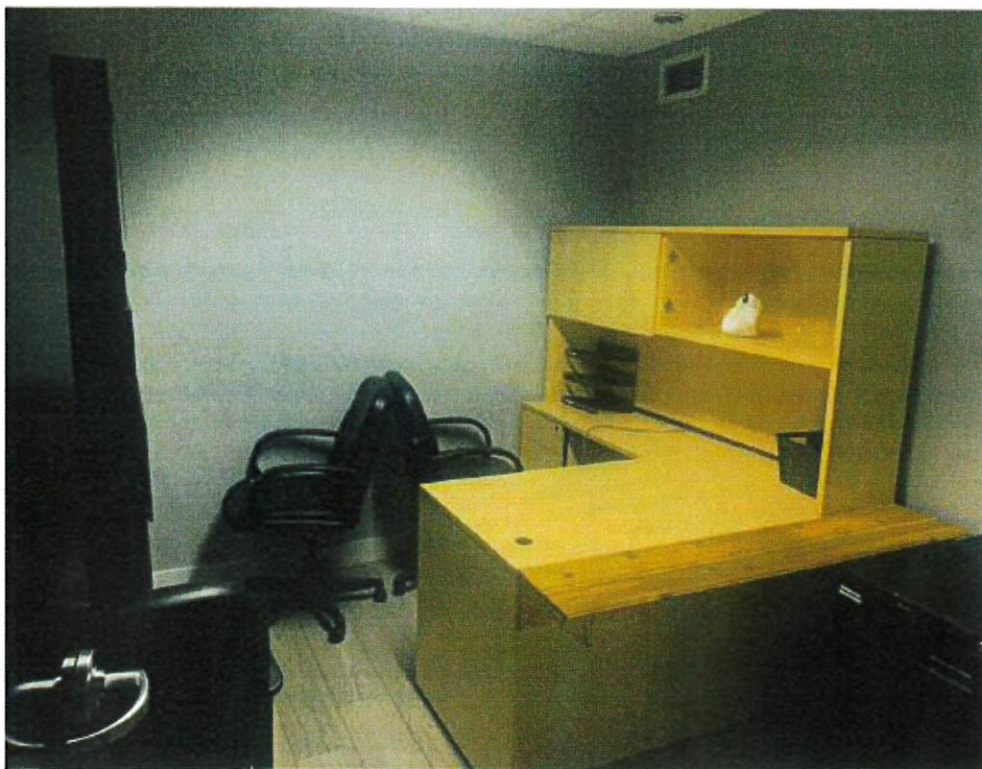
Front Entrance





Administration Office			
Category	Items	Quantity	Serial Number
Furniture			
	Black Cabinet	1	
	Black Filing Cabinet	1	
	Built-in Wood Desk	1	
	Desk Organizers	2	
	Office Chairs	3	
	Garbage	1	

Administration Office



Stairway and Upstairs Hallway

Category	Items	Quantity	Serial Number
On The Wall			
	Paintings	7	
	Wall Tiles	23	
	Elevator Exit Frame	1	
	Bulliten Board	1	
	Signs	8	
	Decorative Wall Art	1	
Furniture/Other			
	Side Table	1	
	Plant/Pots	5	
	Weight / Height Scale	1	
	Calculator	1	

Stairway and Upstairs Hallway

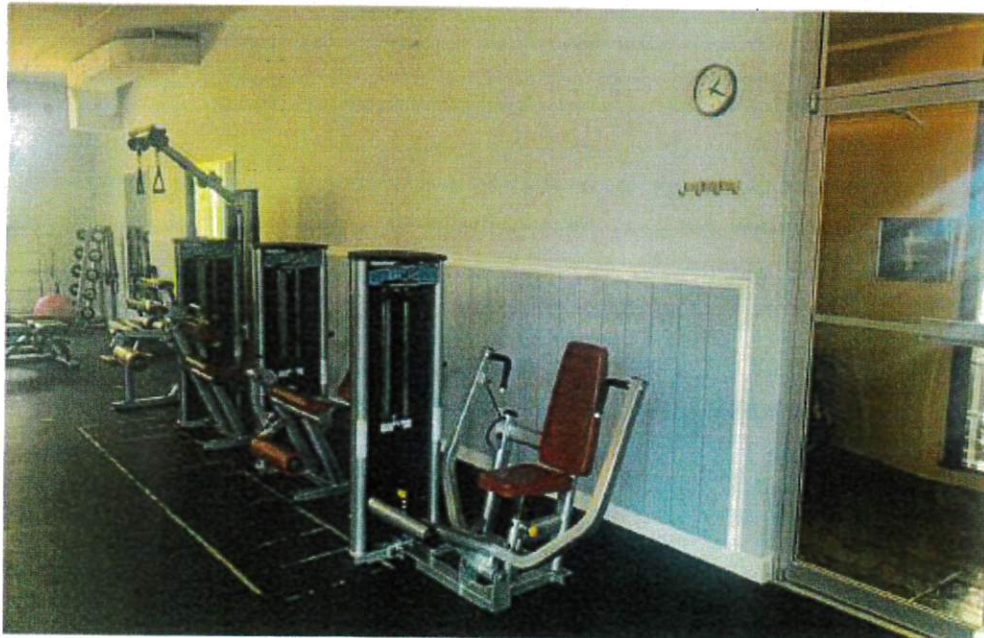
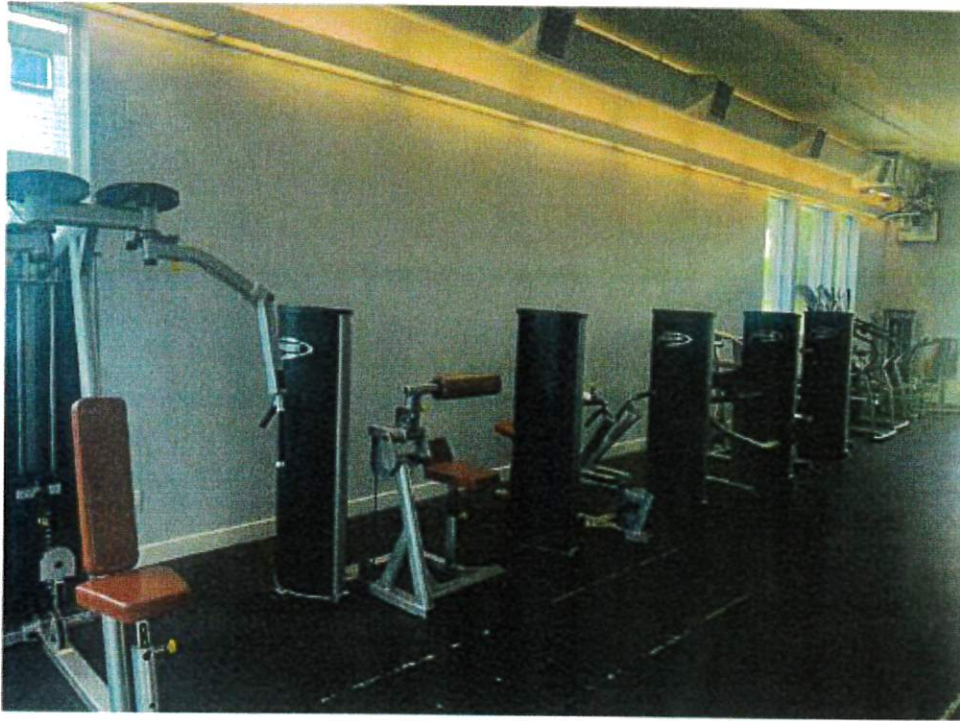


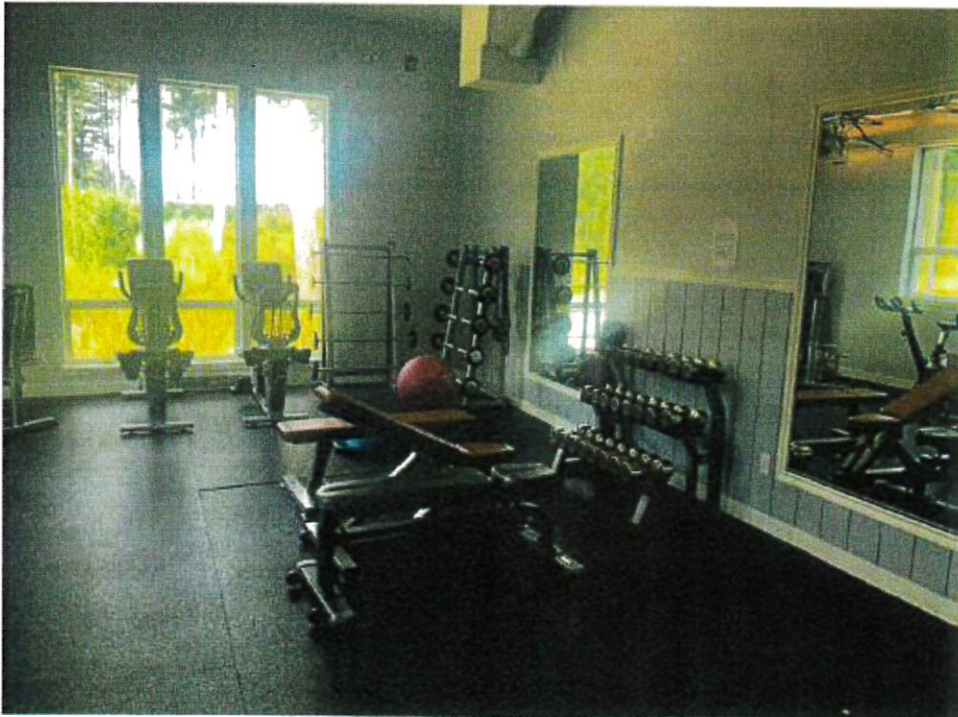
Upstairs Cross Fit Gym			
Category	Items	Quantity	Serial Number
On The Walls			
	Signs	2	
	Paper Towel Dispenser	1	
	Mirror	2	
	Fire Extinguisher	1	
	Clock	1	
	Hook Rows	1	
Large Machines			
	Precor Treadmill	1	#AAPCC2519D065
	EFX Precor Elliptical Machine	2	#ANGFK0718D009 #ANGFK0718D007
	Precor Climber Machine	2	#A595J29180016 #A595J29180013
	Kelsor Cycling Bike	1	#190424-09788
	Precor Recumbent Sitting Bike	2	#A596K08180024 #A596K17180013
	Paramount Abdominal Machine	1	#XL14 0508008
	Paramount Seated Row Machine	1	#XL12 0505027
	Paramount Biceps Curl Machine	1	#XL06 0508012
	Paramount Shoulder Press Machine	1	#XL07 0508004
	Paramount Triceps Pushdown Machine	1	#XL15 0508010
	Paramount Inner/Outer Thighs Machine	1	#XL04 0507015
	Paramount Lat Pulldown Machine	1	#XL11 0507013
	Paramount Seated Leg Curl	1	#XL 02 0506008
	Paramount Leg Extension Machine	1	#XL01 0508011
	Paramount Seated Chest Press Machine	1	#XL09 0607002

Paramount Pec Fly Rear	1	#XL10 0507002
Medicine Ball Weights and Fitness Balls		
Yoga Half Dome Balance Trainer	1	
Pink Small Yoga Ball	1	
Bars and Ropes		
15 lbs Dumbbell Bar	1	
20 lbs Dumbbell Bar	1	
25 lbs Dumbbell Bar	1	
30 lbs Dumbbell Bar	1	
35 lbs Dumbbell Bar	1	
40 lbs Dumbbell Bar	1	
45 lbs Dumbbell Bar	1	
50 lbs Dumbbell Bar	1	
55 lbs Dumbbell Bar	1	
60 lbs Dumbbell Bar	1	
Silver Dumbbell Bar Stand	2	
Medium Equipment		
Apex Flat Bench	1	
Apex Adjustable Bench	1	
Lamar Fitness Adjustable Bench	1	
Foam Yoga Mats	4	
Small Equipment		
Resistance Bands	5	
Foam Roller	2	
Fixed Weight Dumbbell		
2.5 lbs weights	2	
5 lbs weights	2	
7.5 lbs weights	2	
10 lbs weights	2	
12.5 lbs weights	2	

	15 lbs weights			2	
	17.5 lbs weights			2	
	20 lbs weights			2	
	22.5 lbs weights			2	
	25 lbs weights			2	
	27.5 lbs weights			2	
	30 lbs weights			2	
	Silver Weight Rack			1	
Other					
	Fan			1	
	Trash Can			1	

Upstairs Cross Fit Gym





Juice Bar		Quantity	Serial Number
Category	Items	Quantity	Serial Number
Kitchen Supplies:			
	Glasses	7	
	Mugs	52	
	Soap Dispenser	2	
	Plates	40	
	Bowls	17	
	Bowl Stand Holder	1	
	Knives	32	
	Cutting Board	1	
	Blender	2	
	Spatula's	3	
	Measuring Cups	1	
	Thermo Temperature reader	1	
	Can Opener	1	
Appliances			
	Microwave	1	
	Fridge	1	
	Stereo and TV systems	1	
	Organizer Rack	2	
	Drawer Organizer	3	
Decor			
	Plant/Pot	1	
	Vases	3	
Other			
	Paper Towel	1	
	Trash Can	1	
	Paper Towel Dispenser	1	
	Box	1	

Extension Cords		3
Cleaning Supplies	1 Set	
Zip Ties		10
Receipt Paper Rolls		1
Black Plastic Holders		3

Juice Bar



Upstairs Fitness Room				
Category	Items	Quantity	Serial Number	
On The Wall	Hook rows	2		
	Signs	9		
	Clock	1		
	Water Fountain	2		
	Paper Towel Dispenser	1		
	Garbage Can	1		
	Television	2		
	Mirrors	14		
	Large Machines	Paramount Rotary Chest	1	#AP-42A 0507004
Paramount Biceps Curl		1	#AP-23A 0509010	
Paramount Rotary Lat Pulldown		1	#AP-45A 0507008	
Paramount Leg Extension		1	#AP-20A 0503001	
Paramount Leg Curl		1	#FS811701001	
Precor Recumbent Sitting Bike			3	#AKCEJ15180003
				#AKCEJ15180004
				#AKCEJ15180011
Kaiser Spin Cycle Bike		1	#190424-09779	
Octane Fitness Max Trainer		1	#B1809RA02980-01	
Apex Abs Machine		1	#RBI 2205	
Plated Workbench Leg Press		1		
Paramount Total Shoulder Press		1	#FW92 0502006	
Precor FTS Glide		1	#ANCDJ30150004	
Precor Elliptical			2	#AJYWE22170011
				#AJYWJ09170020
Precor Recumbent Sitting Bike		1	#AXHGJ05170005	
Paramount Abdominal		1	#AP-32 0412 009	

Paramount Rotary Upper Back	1	#AP-43A 0507005
Precor Pulldown 304	1	#BWEDH05190001
Paramount Pec Fly/ Rear Delt	1	#AP-34 0412 008
Precor Olympic Flat Bench	1	#BB08H01180004
Apex Red Adjustable Bench	2	
Adjustable Arm Curl Bench	1	
Flat Black Bench	1	
Adjustable Black Bench	2	
Precor Treadmill	4	#AXLAH01170014
		#AXLAE03170009
		#AXLAJ05170094
		#AXLAH01170013
Adjustable Weighted Pull Up Bar Machine	1	#AP-40 0505004
Olympic Power Rack	1	#BB13F1919003
Apex Power Squat Rack	1	
Small Equipment		
Fitness Equipment Stand	1	
Assortment of Cable Fitness Attachments	1	
Resistance Bands	3	
Abs Rollers	2	
Small Red Mat	1	
Abs Hand Roller	2	
Red Balancing Board	1	
Silver Clips to Hold Plates	6	
Plastic Box filled with foam, bands, and clips	1	
Medium Equipment		
Foam Yoga Mats	3	
Step Platforms	1	
Square Pink Platform Holders	8	
Standard Plate Weights		
2.5 lbs weights	2	

5 lbs weights	8
10 lbs weights	12
35 lbs weights	8
25 lbs weights	12
35 lbs weights	5
45 lbs weights	17
Silver Plate Stand	1
Fixed Weight Dumbbell	
10 lbs weights	4
12 lbs weights	2
15 lbs weights	2
20 lbs weights	2
25 lbs weights	2
30 lbs weights	2
35 lbs weights	2
40 lbs weights	2
45 lbs weights	2
50 lbs weights	2
55 lbs weights	2
60 lbs weights	2
65 lbs weights	2
70 lbs weights	2
75 lbs weights	2
80 lbs weights	2
85 lbs weights	2
90 lbs weights	2
100 lbs weights	2
110 lbs weights	2
115 lbs weights	2
Apex Large Weight Rack	2

Bars and Ropes	
20 lbs dumbbell bar	1
30 lbs dumbbell bar	1
40 lbs dumbbell bar	1
50 lbs dumbbell bar	1
60 lbs dumbbell bar	1
70 lbs dumbbell bar	1
80 lbs dumbbell bar	1
90 lbs dumbbell bar	1
100 lbs dumbbell bar	1
110 lbs Dumbbell Bar	
Silver dumbbell bar stand	1
9 lbs bars	3
Grey pipe	1
Silver Olympic Bar	3
Curved Silver Olympic Bar	1
Triceps Bar	1
Medicine Ball Weights and Fitness Balls	
Medicine Balls	5
Medicine Ball Stand	1
Yoga Half Dome Balance Trainer	1
Pink Small Yoga Balls	2
Silver Yoga Ball Stand	1

Upstairs Fitness Room







Women's Restroom			
Category	Items	Quantity	Serial Number
On The Wall	Mirror	9	
	Signs	5	
	Pictures/Paintings	4	
	Garbage Can	3	
	Paper Towel Dispensers	2	
	Soap Dispensers	5	
	Curtains	3	
Furniture	Wood Benches	3	
	Wood Stool	1	
	Shower Bench	1	
	Baby Bench	1	
Products	Hair Dryers	1	

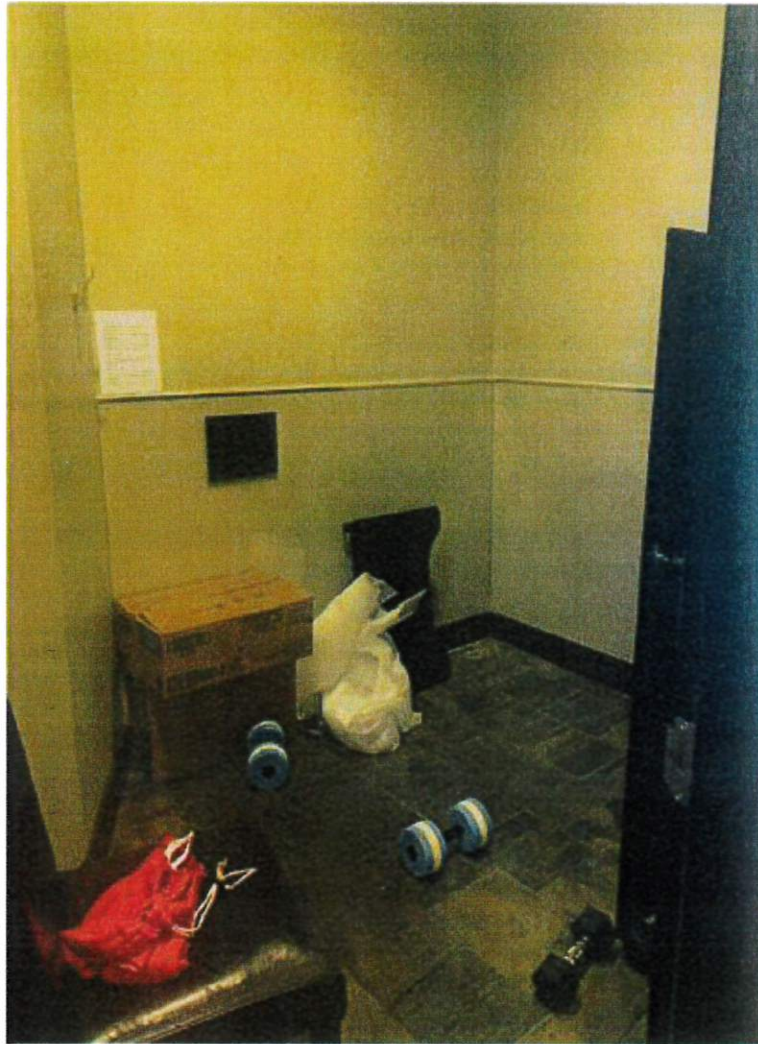
Women's Restrooms





Extra Storage Room Upstairs			
Category	Items	Quantity	Serial Number
Other	Black High Chair	1	
	Red Drawstring Bag	1	
	Water Weights	1	
	Batteries	4	
	Plastic Sheet	1	
	Black Flat Board	1	
	Signs	3	
	Kettlebell	1	
	15 lbs Dumbbell	2	
	10 lbs Dumbbell	1	
	Cardboard Boxes filled with miscellaneous supplies	5	
	Cleaning Supply	1	

Extra Storage Room Upstairs



Men's Restrooms			
Category	Items	Quantity	Serial Number
On The Wall			
	Mirror	7	
	Signs	6	
	Row Hooks	1	
	Paintings/Pictures	3	
	Soap Dispenser	5	
	Paper Towel Dispenser	2	
Furniture			
	Wood Bench	2	
	Garbage Can	2	
	Curtains	3	
	Shower Bench	1	
	Brown Woven Chair	1	
Products			
	Hair Dryer	1	

Men's Restrooms



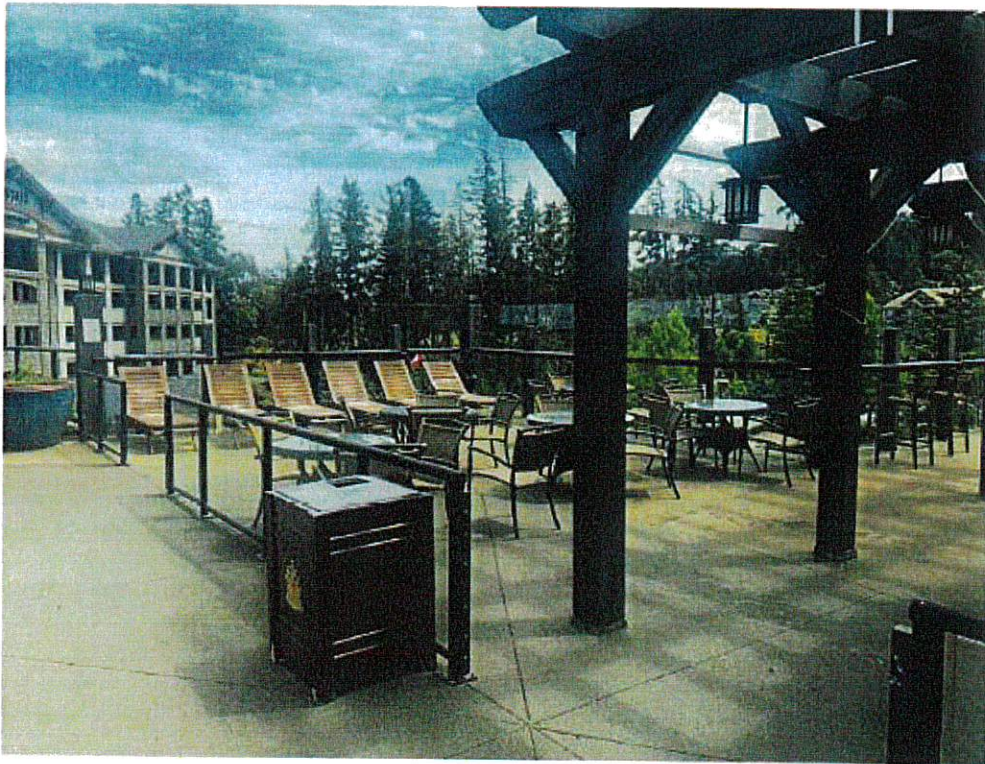


Pool Deck Area			
Category	Items	Quantity	Serial Number
On The Walls			
	Signs	12	
	Water Fountain	1	
	Speakers	4	
	Clock	1	
	Phone	1	
	Life Raft	2	
	Pool Safety Equipment	1	
	Pool Cleaning Equipment	1	
Decor			
	Plant Pots	12	
Furniture			
	Wood Bench	2	
	Black Woven Plastic Chair	4	
	Black Woven Plastic Couch	1	
	Wood Side Table	25	
	Black Cabinet	1	
	Plastic Shed	1	
	Woven Plastic Sitting Chair	31	
	Wood High Chair	2	
	Glass Table	7	
	Wood Lounge Chair	21	
	Black Woven Lounge Chair	71	
	Brown Woven Lounge Chair	18	
	Black Cabinet Chest	8	
	Lawn Chairs	8	
Equipment			

Ladder	1
Receipt Tape	10
Office Supplies	1
Ice Machine	1
Broom	5
Garbage Can	3
Towel Holder	1
Umbrella	1
Umbrella Holder	2

Pool Deck Area







SCHEDULE C

GST DECLARATION

To: CITY OF LANGFORD (the "City")

Re: Purchase and Sale Agreement dated for reference _____, 2020 (the "Agreement") between the City and BEAR MOUNTAIN ADVENTURES LTD. (the "Buyer") in respect of the sale and purchase of the Lands, as defined in the Agreement (the "Property")

The Buyer hereby agrees with the City that:

1. The Buyer is registered under Subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada) ("*ETA*") for the collection and remittance of goods and services tax ("*GST*") and its registration number is _____.
2. The Buyer will remit directly to the Receiver General of Canada any *GST* payable, and file the prescribed Form 60 pursuant to subsection 228(4) of the *ETA*, in connection with the sale and conveyance of the Property.
3. The Buyer hereby indemnifies and saves harmless the City from any *GST*, penalty, interest or other amounts which may be payable by or assessed against the City under the *ETA* as a result of, or in connection with, the City's failure to collect and remit any *GST* applicable on the sale, and conveyance of the Property to the Buyer and any other amount payable by the Buyer to the City under the Agreement.
4. The Property transferred pursuant to the Agreement:
 - (a) is being purchased by the Buyer as principal for its own account and is not being purchased by the Buyer as an agent, trustee, or otherwise on behalf of or for another person; and
 - (b) does not constitute a supply of a residential complex made to an individual for the purposes of section 221(2) of the *ETA*.

Dated this ____ day of _____, 2020.

BEAR MOUNTAIN ADVENTURES LTD.

by its authorized signatory:

Name:

SCHEDULE D

TERMS OF INSTRUMENT – PART 2

COVENANT (USE)

THIS AGREEMENT is dated for reference ◆ __, 2020,

BETWEEN:

CITY OF LANGFORD

2nd Floor, 877 Goldstream Avenue, Langford, British Columbia, V9B
2X8

(the “City”)

AND:

BEAR MOUNTAIN ADVENTURES LTD.

1900 - 885 West Georgia Street, Vancouver, British Columbia, V6C 3H4

(the “Owner”)

GIVEN THAT

- A. The Owner is the registered owner in fee simple of the lands described in Item 2 of Part 1 of the *Land Title Act* (British Columbia) Form C to which this Agreement is attached (the “Lands”);
- B. Located on the Lands is a recreation centre containing an outdoor pool, hot tub and fitness centre and other facilities and services (collectively, the “Recreation Centre”);
- C. The Recreation Centre is comprised of the original building (the “Original Building”) and the building addition (the “Addition”) as shown on the sketch plan attached hereto as Appendix A;
- D. The City transferred the Lands to the Owner pursuant to a purchase and sale agreement dated for reference August __, 2020 (the “Purchase and Sale Agreement”), between the City and the Owner, with the parties agreeing that the Owner would enter into this Agreement providing that for twenty-five (25) years it would operate, or cause to be operated, the Recreation Centre for the purpose of a recreation and leisure centre open to the public in accordance with applicable laws as

such use may evolve from time to time consistent with other similar recreation and leisure centres (with ancillary food and beverage services) in the Province of British Columbia, or as such use may otherwise evolve in the recreation and leisure business generally from time to time (collectively, the “**Recreation Use**”), and that the Owner would construct, or cause to be constructed, an expansion to the Recreation Centre within twenty-four (24) months of the completion of the closing of the purchase and sale of the Lands pursuant to the Purchase and Sale Agreement; and

- E. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the City, in respect of the use of land or buildings, the building on land, or the subdivision of land.

This Agreement is evidence that in consideration of the payment by the City to the Owner of One Dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the Owner), the Owner covenants and agrees with the City, in accordance with Section 219 of the *Land Title Act*, as follows:

1. Covenant

The Owner covenants and agrees that for a period of twenty-five (25) years, commencing on the date that this Agreement is registered in the Land Title Office:

- (a) With respect to the Original Building the following provisions apply:
- (i) the Original Building shall only be used for the Recreation Use; it being understood and agreed that the Recreation Use shall include, without limitation, such other uses as may evolve in the recreation and leisure business generally from time to time and, in particular, due to restrictions or limitations, which affect businesses generally and/or specifically in respect of recreation and leisure facilities, arising from the global pandemic relating to COVID-19 and such other uses as approved by the City, from time to time, which in the City’s opinion are compatible with the use of the Original Building as a recreation centre open to the public;
 - (ii) The interior portion of the Original Building used for retail purposes as of the date this Agreement is registered in the Land Title Office, including but not limited to food and beverage services, shall not be increased during the twenty-five-year period, except that the Owner may increase the interior portion of the Original Building used for retail purposes by 12.5% of the total interior area of the Original Building as of the date this Agreement is registered in the Land Title Office provided that at the time the retail space expansion is complete the Owner shall pay to the City the increase, if any, in the value of the Original Building arising from the expansion of the retail space as

determined by an appraisal, prepared by an appraiser satisfactory to the parties, acting reasonably, ordered by the Owner, at the Owner's cost; and

- (iii) Any further modifications, expansions, alterations and reconstructions to the Original Building shall not result in a loss of greater than 12.5% of the interior portion of the Original Building ordinarily accessible to the public for active recreation and leisure activities, including but not limited to a gym, a studio area for classes and change room facilities, as of the date this Agreement is registered in the Land Title Office;
- (b) the Recreation Centre shall be open to the public a minimum of eighty (80) hours per week, between the hours of 6:00 AM to 10:00 PM daily, subject to applicable laws, closings on Good Friday, Christmas Day and New Year's Day and/or restrictions or limitations arising from a Force Majeure Event, provided that the Recreation Centre may be closed for modifications, expansions, alterations and reconstructions for a cumulative term of up to 24 months in any twelve and a half (12.5) year period during the term of this Agreement, and if for such purposes the Recreation Centre is closed for any cumulative term exceeding 24 months in any twelve and a half (12.5) year period then the term of this Agreement and the term of the Option to Purchase registered against title of the Lands in favour of the City shall be automatically extended by the duration of such closure;
 - (c) residents of the City of Langford shall be entitled to a ten percent (10%) discount on drop-in rates and monthly passes;
 - (d) the Owner shall provide a variety of drop in ticket purchase options to all persons for entry to the Recreation Centre, of which one of the options must be the ability to purchase individual prepaid entry vouchers or gift cards (the "Vouchers") at a cost not to exceed that of a one time drop in entry fee to the Recreation Centre charged to a member of the public using other forms of payment including cash, debit or credit cards; and
 - (e) other than the Recreation Use and uses that are accessory thereto, including offices, personal services and recreation-related retail, the Addition may only be used for the operation of a real estate sales office for the purpose of

marketing and selling lands within the boundaries of the City of Langford owned by the Owner or affiliated companies; and

- (f) despite Section 1(b) of this Agreement, any retail operations within the Recreation Centre will not be subject to the hours of operation but will be at the discretion of the Owner.

(collectively, the “Use Restriction”).

2. Construction of Expansion and Tot Aqua Zone

- (a) Subject to Section 3 below, the Owner shall construct, within twenty-four (24) months of the date this Agreement is registered in the Land Title Office, an expansion to the Recreation Centre consisting of (i) a second swimming pool of an area at least 210 square metres at the surface and (ii) a seating expansion. Any required parking will be provided by the City, at its sole cost, either onsite, offsite and/or by easement or order of variance (the “Expansion”).
- (b) Subject to Section 4 below, it is understood and agreed that the Owner will construct a tot aqua zone consisting of a water activity area measuring an area at least 50 square metres at the surface similar to the Uptown Shopping Centre as of June 26, 2020, containing sixteen (16) spray jets, including benches, landscaping and similar appurtenances (the “Tot Aqua Zone”) within Lands or within the core area of Bear Mountain village area within fifty-five (55) months as of the date of this Agreement is registered in the Land Title Office, but such construction will not be deemed to be part of the Expansion.

3. Failure to Construct Expansion

- (a) Subject to Section 2 above and subject at all times to delays arising from or due to a Force Majeure Event (as defined in Section 11 below) and/or from delays in connection with the issuance of requisite approvals, permits or licences required for the construction and operation of the Expansion, in the event that the Owner:
 - (i) completes the Expansion within the period twenty-five (25) months to thirty-six (36) months after the date on which this Agreement is registered in the Land Title Office, the Owner shall pay the City One Hundred Six Thousand Two Hundred Fifty Dollars (\$106,250.00);
 - (ii) completes the Expansion within the period thirty-seven (37) months to fifty-four (54) months after the date on which this Agreement is

registered in the Land Title Office, the Owner shall pay the City Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500.00); or

- (iii) does not complete the Expansion within fifty-five (55) months of the date on which this Agreement is registered in the Land Title Office, the Owner shall pay the City Three Hundred Eighteen Thousand Seven Hundred Fifty Dollars (\$318,750.00),

as liquidated damages and as a genuine pre-estimate, and not a penalty, of the City's damages arising from the Owner's failure to construct the Expansion in accordance with Section 2 hereof, with the parties agreeing that the construction of the Expansion and the liquidated damages set out in this Section 3(a) are fundamental aspects of the parties' bargain that were taken into account in fixing the purchase price of the Lands paid by the Owner. It is further understood and agreed that the payment of the liquidated damages set out in this Section 3(a) by the Owner to the City shall represent the City's only recourse against the Owner, and shall be full and final settlement of any and all claims, losses and damages which the City may have or claim against the Owner, arising from the Owner's failure to construct the Expansion in accordance with Section 2 hereof.

- (b) The Owner shall make the payment under Sections 3(a)(i) or 3(a)(ii), above, within two (2) weeks of the Expansion being complete, or in the case of Section 3(a)(iii), above, within two (2) weeks of the date that is fifty-five (55) months after the date on which this Agreement is registered in the Land Title Office.
- (c) For the purposes of this Section 3, the Expansion will be considered complete when the work necessary to complete the Expansion is substantially complete such that the Expansion is ready for opening to the public for use (regardless of whether such opening has occurred, or whether such opening has been delayed due to restrictions or limitations arising from a Force Majeure Event including the global pandemic relating to COVID-19), as certified to the City by the Owner's architect.

4. Failure to Construct Tot Aqua Zone

- (a) Subject to Section 2 above and subject to delays arising from or due to a Force Majeure Event (as defined in Section 11 below) and/or from delays in connection with the issuance of requisite approvals, permits or licences required for the construction and operation of the Tot Aqua Zone, in the event that the Owner does not complete the Tot Aqua Zone within fifty-five (55) months of the date on which this Agreement is registered in the Land Title Office, the Owner shall pay the City One Hundred and Six Thousand Two

Hundred and Fifty Dollars (\$106,250.00) as liquidated damages and as a genuine pre-estimate, and not a penalty, of the City's damages arising from the Owner's failure to construct the Tot Aqua Zone in accordance with Section 2 hereof, with the parties agreeing that the construction of the Tot Aqua Zone and the liquidated damages set out in this Section 4(a) are fundamental aspects of the parties' bargain that were taken into account in fixing the purchase price of the Lands paid by the Owner. It is further understood and agreed that the payment of the liquidated damages set out in this Section 4(a) by the Owner to the City shall represent the City's only recourse against the Owner, and shall be full and final settlement of any and all claims, losses and damages which the City may have or claim against the Owner, arising from the Owner's failure to construct the Tot Aqua Zone in accordance with Section 2 hereof.

- (b) The Owner shall make the payment under Section 4(a) within two (2) weeks of fifty-five (55) months after the date on which this Agreement is registered in the Land Title Office.
- (c) For the purposes of this Section 4, the Tot Aqua Zone will be considered complete when the work necessary to complete the Tot Aqua Zone is substantially complete such that the Tot Aqua Zone is ready for opening to the public for use (regardless of whether such opening has occurred, or whether such opening has been delayed due to restrictions or limitations arising from a Force Majeure Event including the global pandemic relating to COVID-19), as certified to the City by the Owner's architect.

5. Inspection

The City through its officers and employees may inspect the Lands for the purpose of ascertaining the Owner's compliance with this Agreement.

6. Amendment

This Agreement may be altered or amended only by an agreement in writing signed by the parties.

7. No Public Law Duty

Whenever in this Agreement the City is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the City may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application.

8. No Effect on Laws or Powers

This Agreement does not:

- (a) affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) affect or limit any law or enactment relating to the use or subdivision of the Lands; or
- (c) relieve the Owner from complying with any law or enactment, including in relation to the use or subdivision of the Lands.

9. City's Right to Specific Relief

The Owner agrees that the City is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction for any breach by the Owner of this Agreement, subject to the terms and conditions hereof; provided, however, that such rights shall not apply in respect of a Required Act during the period of any delay arising from or due to a Force Majeure Event (as defined in Section 11 below).

10. Indemnity

The Owner covenants and agrees with the City that the Owner shall release, indemnify, defend and save harmless the City and its elected and appointed officials, employees and agents, from and against any and all actions, causes of action, liabilities, demands, losses (but excluding economic loss), damages, costs, expenses (including actual fees and disbursements of professional advisors), fines and penalties, suffered or incurred that arise out of or are in any way connected with or relating to the performance or non-performance by the Owner of this Agreement.

11. Force Majeure

Notwithstanding anything herein to the contrary, in the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Agreement to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as, without limitation, riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, labour shortages or other unforeseen events due to an epidemic, a pandemic, or any other casualty or acts of God (each a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay arising from or due to the Force Majeure Event and such reasonable period of time thereafter as may be reasonable under the

circumstances, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay and such reasonable period of time thereafter as may be reasonable under the circumstances.

12. Agreement Runs With Land

This Agreement shall run with and bind the successors in title to the Lands and each and every part into which the Lands may be subdivided by any means.

13. Registration in Priority

The Owner agrees to do everything necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.

14. Waiver

An alleged waiver by the City of any breach of this Agreement by the Owner is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver by the City of a breach by the Owner of this Agreement does not operate as a waiver of any other breach of this Agreement.

15. Statute References

Any reference in this Agreement to any statute or any section of it shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

16. Headings

The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

17. Severance

If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

18. Entire Agreement

This Agreement is the entire agreement between the parties regarding its subject-matter and it supersedes all prior proposals, writings, statements (oral or otherwise), agreements and understandings between the parties with respect to its subject-matter, and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained or referred to in this Agreement.

19. Enurement

This Agreement binds the parties to it and their respective corporate successors, heirs, executors, administrators and personal representatives.

20. Further Acts

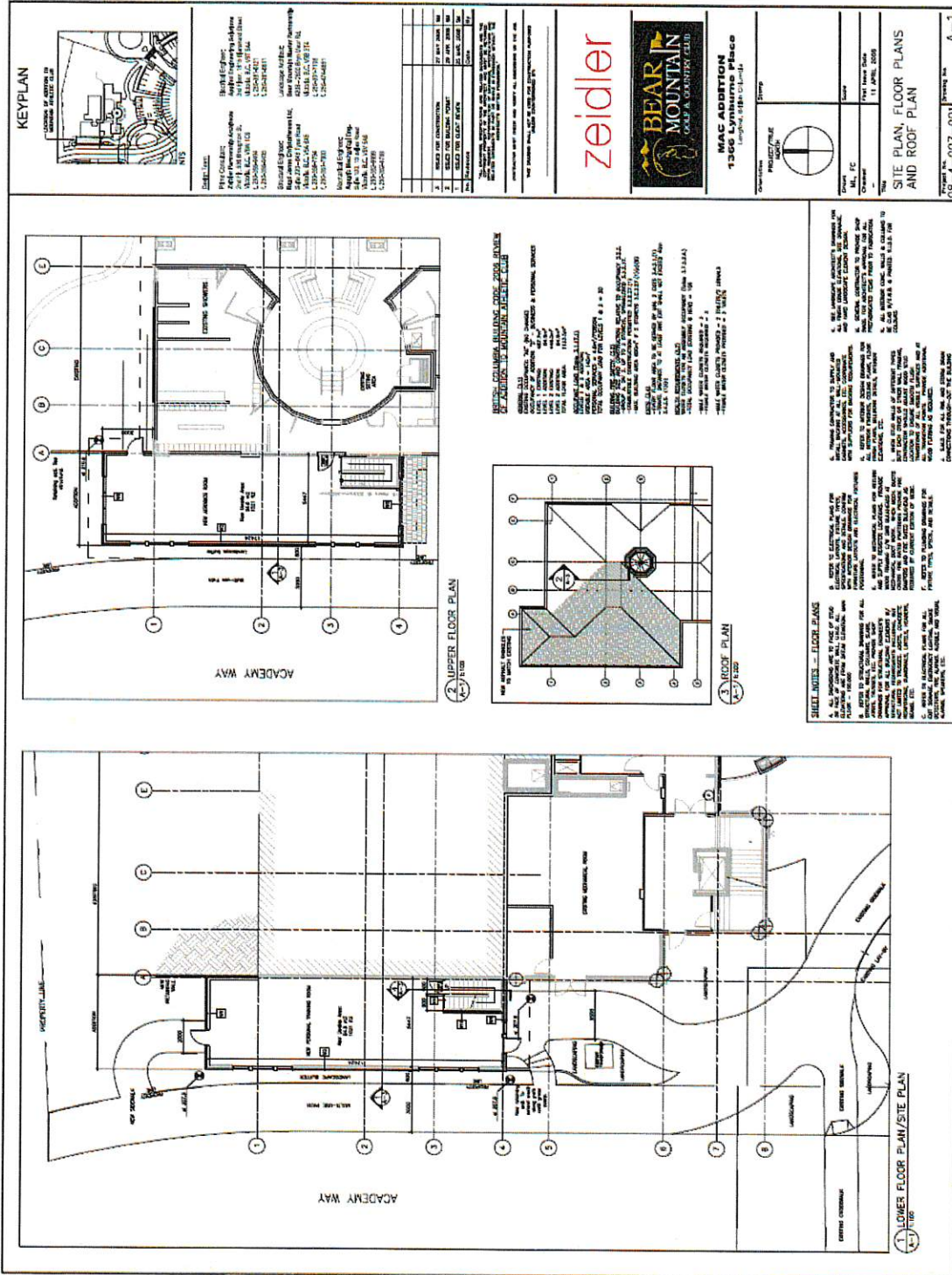
The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

21. Contract and Deed

By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C which is attached hereto and forms part of this Agreement.

APPENDIX A



KEY PLAN

OWNER:
MAC ADORPTION
13865 Lynhurst Place
Langhorne, PA 19048

ARCHITECT:
zeidler

DATE:
12/15/2010

PROJECT NO.:
08-4-007-001

SHEET NO.:
A-3

DESCRIPTION:
REAR PORCH AND STAIRS

DATE:
12/15/2010

PROJECT NO.:
08-4-007-001

SHEET NO.:
A-3

1 PARTIAL BUILDING SECTION

2 ROOF DETAIL

3 ROOF VENT DETAIL

4 STAIR SECTION

WALL TYPES	EXTERIOR WALLS	EXTERIOR WALLS	WALL TYPES	ROOF TYPES	ROOF TYPES
<p>WALL TYPES LEGEND</p> <p>1. 8\"/> </p>	<p>EXTERIOR WALLS</p> <p>1. 8\"/> </p>	<p>EXTERIOR WALLS</p> <p>1. 8\"/> </p>	<p>WALL TYPES</p> <p>1. 8\"/> </p>	<p>ROOF TYPES</p> <p>1. 8\"/> </p>	<p>ROOF TYPES</p> <p>1. 8\"/> </p>

KEY NOTES

1. CONCRETE SHALL BE FINISHED TO FACE.
2. ALL CONCRETE SHALL BE FINISHED TO FACE.
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11. ALL CONCRETE SHALL BE FINISHED TO FACE.

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
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7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
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SCHEDULE E

TERMS OF INSTRUMENT – PART 2

OPTION TO PURCHASE

THIS AGREEMENT dated for reference ♦ _____, 2020 is

BETWEEN:

CITY OF LANGFORD

2nd Floor, 877 Goldstream Avenue, Langford, British Columbia, V9B 2X8

(the “City”)

AND:

BEAR MOUNTAIN ADVENTURES LTD.

1900 - 885 West Georgia Street, Vancouver, British Columbia, V6C 3H4

(the “Owner”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of the lands described in Item 2 of Part 1 of the Land Title Act Form C to which this Agreement is attached (the “Lands”); and
- B. Located on the Lands is a recreation centre containing an outdoor pool, hot tub and fitness centre and other facilities and services (collectively, the “Recreation Centre”);
- C. The City transferred the Lands, the Recreation Centre and the Chattels to the Owner pursuant to a purchase and sale agreement dated for reference ♦ ____, 2020 (the “Purchase and Sale Agreement”), between the City and the Owner, which required the Owner to grant the City the Covenant pursuant to which the Owner agreed: (i) to operate, or cause to be operated, the Recreation Centre; and (ii) that the Owner would construct, or cause to be constructed, an expansion to the Recreation Centre within twenty-four (24) months of the completion of the closing of the purchase and sale of the Lands pursuant to the Purchase and Sale Agreement, subject to a Force Majeure Event (as defined in the Covenant), failing which the Owner would pay an amount on account of liquidated damages to the City, and that if in default pursuant to the terms of this Agreement the Owner would transfer the Lands back to the City.

THIS AGREEMENT IS EVIDENCE that in consideration of the promises exchanged below and other good and valuable consideration (the receipt and sufficiency of which the Owner acknowledges), the Owner and the City covenant and agree with each other as follows:

1. **Definitions** – In this Agreement, addition to the words defined in the recitals:
 - (a) **“Business Day”** means a day other than a Saturday, Sunday, or statutory holiday in B.C.;
 - (b) **“Chattels”** means the machinery, equipment, furnishings, and fixtures used in connection with the Lands which were acquired by the Owner from the City pursuant to the Purchase and Sale Agreement and are presently located on the Lands and used for the operation of the Recreation Centre as of the date of the exercise of the Option, but expressly excludes any machinery, equipment, furnishings and fixtures acquired by the Owner after the Completion Date (as defined in the Purchase and Sale Agreement) and not purchased from the City pursuant to the Purchase and Sale Agreement;
 - (c) **“City’s Solicitors”** means Young Anderson;
 - (d) **“Completion Date”** means the date set out in Section 7;
 - (e) **“Contaminants”** means:
 - (i) as defined in the *Environmental Management Act* (British Columbia), any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Laws;
 - (f) **“Covenant”** means the *Land Title Act* section 219 covenant between the Owner and the City registered on title to Lands bearing registration number one less than this instrument;

- (g) **“Environmental Law”** means any past, present or future common law or principle, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health;
- (h) **“Expansion”** means the Expansion as defined in the Covenant;
- (i) **“Force Majeure Event”** has the meaning given thereto under the Covenant;
- (j) **“Governmental Charges”** includes all taxes, customs, duties, rates, levies, assessments, re-assessments and other charges, together with all penalties, interests and fines with respect thereto, payable to any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission, domestic or foreign;
- (k) **“Lands”** means the lands in Langford, British Columbia legally described in item 2 of the Land Title Act Form C to which this Agreement is attached;
- (l) **“LTO”** means the Victoria Land Title Office;
- (m) **“Option”** means the option to purchase the Lands granted by the Owner to the City under Section 2;
- (n) **“Option Price”** means the option price in the amount of One Dollar (\$1.00);
- (o) **“Owner’s Solicitors”** means Koffman Kalef LLP;
- (p) **“Permitted Encumbrances”** means the easement registered in the Land Title Office under number FA72456 and all other required charges now or hereafter registered in favour of the City of Langford or service and utility providers whether in connection with the Expansion or otherwise;
- (q) **“Purchase Price”** means:
 - (i) if the Option is exercised by notice from the City within five (5) years of the date this Agreement is registered in the Land Title Office, Two Million Six Hundred Eighty-One Thousand Two Hundred Fifty Dollars (\$2,681,250.00) plus seventy-five percent (75%) of the then fair market value of any additional lands added to the Lands by way of consolidation and all buildings and improvements erected after the date of this Agreement and completed at the time the City exercises the Option; or

- (ii) if the Option is exercised by notice from the City at any time after five (5) years after the date this Agreement is registered in the Land Title Office, seventy-five percent (75%) of the then fair market value of the Lands, any additional lands added to the Lands by way of consolidation and all buildings and improvements erected after the date of this Agreement and completed at the time the City exercises the Option;
 - (r) **"Transfer"** means a transfer in registrable form transferring the estate in fee simple of the Lands to the City; and
 - (s) **"Use Restriction"** means the use restriction as defined in Section 1 of the Covenant.
2. **Grant of Option** – In consideration of the payment of the Option Price by the City to the Owner, the Owner hereby grants to the City the sole and exclusive option, irrevocable within the time for exercise by the City under this Agreement, to purchase the Lands and the Chattels free and clear of all liens, charges, and encumbrances, except for the Permitted Encumbrances. The City will pay the Option Price to the Owner upon full and final registration of this Agreement in the LTO.
3. **Exercise of Option** – Subject to delays arising from or due to a Force Majeure Event:
- (a) if the Owner is in default of Sections 1(a), 1(c), 1(d) or 1(e) of the Use Restriction and such default is not cured within thirty (30) days after written notice of such default is delivered in writing by the City to the Owner; or
 - (b) if the Owner is in default of Section 1(b) of the Use Restriction and such default is not cured within fifteen (15) days after written notice of such default is delivered in writing by the City to the Owner; or
 - (c) if the Owner has been in default of the Use Restriction more than two (2) times in the previous consecutive six (6) month period; or
 - (d) the City does not receive full payment from any person from whom it is entitled to receive a payment under Sections 3 and 4 of the Covenant and such non-payment is not cured within sixty (60) days after written notice of such default is delivered in writing by the City to the Owner;

then the City may, by providing written notice to the Owner, exercise the Option at any time within the twelve (12) month period following the occurrence of any of the above-mentioned triggering events (the **"Option Exercise Period"**).

Notwithstanding anything to the contrary herein or otherwise, if the City elects to exercise the Option by reason of the triggering event referred to in Section 3(d) above, then the City acknowledges and agrees with the Owner that it shall not pursue or enforce, and expressly waives, any of the rights or remedies that the City may have against the Owner whether pursuant contract, law or equity arising from the Owner's failure to pay the liquidated damages set out in this Section 3 and/or Section 4 of the Covenant; it being understood and agreed that the exercise of the Option by the City shall be in full and final settlement of any claims, losses or damages that the City may have against the Owner in such regard.

4. **Non-Exercise of Option** – If the Option is not exercised within twenty-five (25) years of the date of registration of the Covenant in the Land Title Office, the Option and everything contained in this Agreement will be null and void and no longer binding on the Owner and the City will, on request by the Owner, execute a release of this Agreement so as to discharge this Agreement from title to the Lands, which release shall be prepared and registered by and at the expense of the Owner. Notwithstanding the foregoing, the twenty five (25) year period in this Section shall automatically be extended in accordance with Section 1(b) of the Covenant.
5. **No Further Encumbrances** – The Owner must not grant any mortgage, easement, covenant, or other financial or restrictive charge on or in the Lands in priority to this Agreement, provided that the City covenants and agrees to enter into one Tri-Party agreement, as that term is defined in the Purchase and Sale Agreement. For clarity, nothing in this Section 5 obligates the City to enter into a Tri-Party Agreement in addition to the Tri-Party Agreement contemplated in the Purchase and Sale Agreement. The Owner must cause any lien, judgment, caveat, certificate of pending litigation, or similar charge to be discharged on or before the Completion Date such that the Lands and Chattels are transferred to the City free and clear of all liens, charges, and encumbrances, except for the Permitted Encumbrances.
6. **Binding Agreement** – If the City exercises the Option under Section 3, this Agreement will become a binding contract for the purchase and sale of the Lands and the Chattels on the terms and conditions of this Agreement and the Owner covenants and agrees to transfer and convey the estate in fee simple of the Lands and good and marketable title to the Chattels to the City in accordance with the terms and conditions of this Agreement.
7. **Completion Date** – If the City exercises the Option under Section 3, the “**Completion Date**” will be the date that is thirty (30) days after the date on which the City exercises the Option, except if that date is not a Business Day the Completion Date will be the next Business Day.
8. **Adjustments** – All adjustments to the Purchase Price in respect of the Lands, both incoming and outgoing, usually the subject of adjustments between a vendor and a

purchaser in connection with the purchase and sale of land, including adjustments of property taxes, utilities, and rents, must be made up to and including the Completion Date.

- 9. Title and Possession** – On the Completion Date, the Owner will:
- (a) transfer and convey the estate in fee simple of the Lands to the City free and clear of all liens, claims, charges, encumbrances and legal notations except for the Permitted Encumbrances;
 - (b) transfer and convey good and marketable title to the Chattels to the City free and clear of all liens, claims, charges and encumbrances; and
 - (c) give vacant possession of the Lands to the City, subject only to the Permitted Encumbrances.
- 10. Closing Documents** – On or before the Completion Date, the Owner must deliver to the City the Transfer, an assignment of rights with respect to any liquor and food licences applicable to the Recreation Centre the Owner's statement of adjustments, and such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of the City for more perfectly and absolutely assigning, transferring, conveying and assuring to and vesting in the City, title to the Lands and the Chattels free and clear of all liens, claims, charges, encumbrances and legal notations other than the Permitted Encumbrances, as contemplated under this Agreement, and all duly executed and in registrable form, as applicable, on behalf of the Owner.
- 11. Transfer** –
- (a) On the Completion Date, after receipt by the City's Solicitors of the documents and items referred in Section 10, the City will pay the Purchase Price, adjusted in accordance with Section 8, to the City's Solicitors, in trust.
 - (b) The City shall cause the City's Solicitors to file the Transfer in the LTO after receipt of the amount in Section 11(a) above and after receipt of the documents from the Owner as provided in Section 10.
 - (c) On the City's Solicitors being satisfied after deposit of the Transfer for registration with the LTO that a search of the property index maintained by the LTO discloses that there are no transfers, liens, charges, encumbrances or legal notations, other than the Transfer and the Permitted Encumbrances, registered or pending registration against title to the Lands, the City shall cause the City's Solicitors to deliver to the Owner's Solicitors a solicitor's trust

cheque in the amount of the Purchase Price, adjusted in accordance with Section 8, made payable to the Owner's Solicitors, in trust.

- 12. Risk** – The Lands are at the Owner's risk until the estate in fee simple to the Lands is transferred and conveyed to the City in accordance with this Agreement and at the City's risk after such transfer and conveyance.
- 13. Access** – The City, and its contractors, agents, advisors and employees, have a licence, exercisable on forty-eight (48) hours' prior written notice to the Owner, to enter on the Lands from time to time prior to the Completion Date, at the City's sole risk and expense, for the purpose of making such inspections, surveys, tests, studies and investigations on the Lands as the City may reasonably require and in so doing the City will indemnify and hold harmless the Owner of all costs, charges, expenses, liens, losses or demands suffered as a result of the City's exercise of its rights under this Section 13.
- 14. Owner's Representations, Warranties, and Covenants** – The Owner represents and warrants to the City that, to the best of the Owner's knowledge, the following are true and covenants with the City that the following will be true on the Completion Date:
- (a) the Owner has the legal capacity, power and authority to perform all of the Owner's obligations under this Agreement;
 - (b) the Owner has good and marketable legal and beneficial title to the Lands, free and clear of all liens, claims, charges, encumbrances and legal notations, statutory or otherwise, except for the Permitted Encumbrances;
 - (c) the Owner has good and marketable title to the Chattels, free and clear of all liens, claims, charges and encumbrances;
 - (d) the Owner is a resident of Canada within the meaning of the *Income Tax Act* (Canada);
 - (e) the Owner has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the sale and transfer of the Lands by the Owner to the City;
 - (f) except as otherwise disclosed to the City, there is no action, suit, claim, litigation or proceeding pending or to the Owner's knowledge threatened against the Owner or in respect of the Lands or the use or occupancy of the Lands before any court, arbitrator, arbitration panel or administrative tribunal or agency that, if decided adversely to the Owner, might materially affect the Owner's ability to perform any of the Owner's obligations under this

Agreement and no state of facts exist that could constitute the basis of any such action, suit, claim, litigation or proceeding;

- (g) neither the Owner entering into this Agreement nor the performance by the Owner of the terms hereof will result in the breach of or constitute a default under any term or provision of any instrument, mortgage, deed of trust, lease, document or agreement to which the Owner is bound or subject;
- (h) there is no present or future obligation to construct or provide, or to pay any amount to any person in connection with, off-site services, utilities or similar services in connection with the Lands;
- (i) the Owner has complied with all Environmental Laws in its use of the Lands and, during the period that the Owner has owned the Lands, the Owner has not caused or permitted any Contaminants to be introduced other than in accordance with applicable laws;
- (j) there is no liability, contingent or otherwise, for Governmental Charges in respect of the Lands;
- (k) if the Owner is a corporation, the Owner is a body corporate duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and, if applicable, the *Business Corporations Act* (British Columbia), has made all necessary filings required by such laws and, if applicable, the *Business Corporations Act* (British Columbia), and has never been struck from the Registrar of Companies maintained by the office of Registrar of Companies for such jurisdiction or, if applicable, British Columbia;
- (l) if the Owner is a corporation, the Owner has the corporate power, capacity and authority to own both the legal and beneficial interest in the Lands; and
- (m) there are no debts due or owing for any work, labour, service or materials provided to or performed on the Lands under which a lien or charge has arisen or could arise under the *Builders Lien Act* (British Columbia).

15. Fees and Taxes – The City shall pay, as and when due and payable:

- (a) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia);
- (b) LTO registration fees in connection with the registration of this Agreement and the Transfer; and

- (c) its own legal fees and disbursements, with the Owner being responsible for its own legal fees and disbursements.
16. **GST Certificate** – The City will give the Owner a certificate, in the form attached as Appendix A, confirming that the City is registered for GST purposes under the *Excise Tax Act* (Canada) and confirming that the City will remit directly all GST payable in respect of the transfer and conveyance of the Lands to the City.
17. **Currency and Payment Obligations** – All dollar amounts referred to in this Agreement are Canadian dollars.
18. **Preparation of Documents and Clearing Title** – At its expense, the City shall prepare all necessary conveyancing documentation. At its expense, the Owner shall clear title to the Lands and the Chattels, subject only to the Permitted Encumbrances.
19. **No Real Estate Agent** – The Owner represents and warrants to the City that no real estate agent, or other agent, has assisted the Owner, or in any way directly or indirectly participated in the making of this Agreement and that no real estate agent or other agent is entitled to any commission or other remuneration in any way in connection with this Agreement or the transfer and conveyance of the Lands between the Owner and the City and the Owner jointly and severally agrees to indemnify and hold the City harmless from and against any such commission or remuneration, in any action, cause of action or liability relating thereto.
20. **Joint and Several Liability** – If at any time more than one person (as defined in the *Interpretation Act* (British Columbia)) owns the Lands, each of those persons will be jointly and severally liable for all of the obligations of the Owner under this Agreement.
21. **Further Assurances** – Each of the parties must at all times execute and deliver at the request of the other all such further documents, deeds and instruments, and do and perform such other acts as may be reasonably necessary to give full effect to the intent and meaning of this Agreement, including to register this Agreement with the LTO in priority to all liens, claims, charges and encumbrances, except for the Permitted Encumbrances, promptly after execution by the parties.
22. **Equitable Remedies** – The Owner acknowledges that a breach of its obligation to convey and transfer the Lands to the City subject only to the Permitted Encumbrances will result in loss to the City and that the City may not be adequately compensated for such loss by monetary award. Accordingly, in the event of any such breach, in addition to all of the remedies available to the City, at law or in equity, the Owner agrees that the City will be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of specific performance or other equitable remedies, as may be appropriate to ensure compliance with the provisions of this Agreement.

- 23. Notice** – Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a “Notice” under this Section 23) which may be or is required to be given under this Agreement will be in writing and be delivered to the applicable address set out above, or sent by email, if to the City: Attention: Braden Hutchins, Corporation Officer, at 2nd Floor, 877 Goldstream Avenue, Langford, British Columbia, V9B 2X8 (email: bhutchins@landford.ca); if to the Owner: Attention: Dan Matthews, President and CEO, 2050 Country Club Way, Victoria, British Columbia, V9B 6R3, by registered mail, with a copy to the Owner’s solicitors, Koffman Kalef LLP, Attention: Patrick J. Julian (email: pj@kkbl.com); or to such other address or email address of which notice has been given as provided in this Section 23. Any Notice that is delivered is to be considered given on the day it is delivered, and any Notice sent by email is to be considered given on the day it is sent, except that if, in either case, that day is not a Business Day, the Notice is to be considered given on the next Business Day after it is sent.
- 24. Time of Essence** – Time is of essence of this Agreement and the conveyance and transfer for which it provides.
- 25. Tender** – Any tender of documents or money may be made upon the parties at their respective addresses set out in this Agreement or upon their respective solicitors.
- 26. Change of Solicitors** – If a party wishes to change its solicitors it must give notice to the other party of such change.
- 27. Survival** – There are no representations, warranties, guarantees, promises or agreements other than those expressly contained in this Agreement, and they all survive completion of the Transfer and do not merge with any deeds or agreements delivered in connection with the transfer and conveyance of the Lands and do not merge with the Transfer or its registration for a period of one (1) year.
- 28. No Other Agreements** – This Agreement is the entire Agreement between the parties regarding its subject and it terminates and supersedes all representations, warranties, promises and agreements regarding its subject except as otherwise contemplated herein.
- 29. Benefit** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
- 30. Counterparts** – This Agreement may be executed in multiple counterparts, each of which is to be deemed to be an original and all of which together constitute one and the same Agreement.

31. **Appendices** – The Appendices to this Agreement form an integral part of this Agreement.
32. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
33. **Modification** – This Agreement may not be changed except by an instrument in writing signed by the parties or by their successors or assigns, but the parties agree that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.
34. **Priority** – The Owner agrees to do everything necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
35. **Interpretation** – Wherever the singular or neuter is used in this Agreement, it includes the plural, the feminine, the masculine or body corporate where the context or the parties so required.
36. **Governing Law** – This Agreement will be governed by and construed in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this Agreement, the parties hereto have executed the Land Title Office Form C which is attached to and forms part of this Agreement.

APPENDIX A

GST DECLARATION

To: [NAME] (the "Owner")

Re: An agreement between the Owner and the City of Langford (the "Buyer") being an Option to Purchase dated for reference _____, 2020 (the "Agreement") in respect of the sale and purchase of the Lands, as defined in the Agreement (the "Property")

The Buyer hereby agrees with the Owner that:

1. The Buyer is registered under Subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada) ("**ETA**") for the collection and remittance of goods and services tax ("**GST**") and its registration number is _____.
2. The Buyer will remit directly to the Receiver General of Canada any GST payable, and file the prescribed Form 60 pursuant to subsection 228(4) of the *ETA*, in connection with the sale and conveyance of the Property.
3. The Buyer hereby indemnifies and saves harmless the Owner from any GST, penalty, interest or other amounts which may be payable by or assessed against the Owner under the *ETA* as a result of, or in connection with, the Owner's failure to collect and remit any GST applicable on the sale, and conveyance of the Property to the Buyer.
4. The Property transferred pursuant to the Agreement:
 - (a) is being purchased by the Buyer as principal for its own account and is not being purchased by the Buyer as an agent, trustee, or otherwise on behalf of or for another person; and
 - (b) does not constitute a supply of a residential complex made to an individual for the purposes of section 221(2) of the *ETA*.

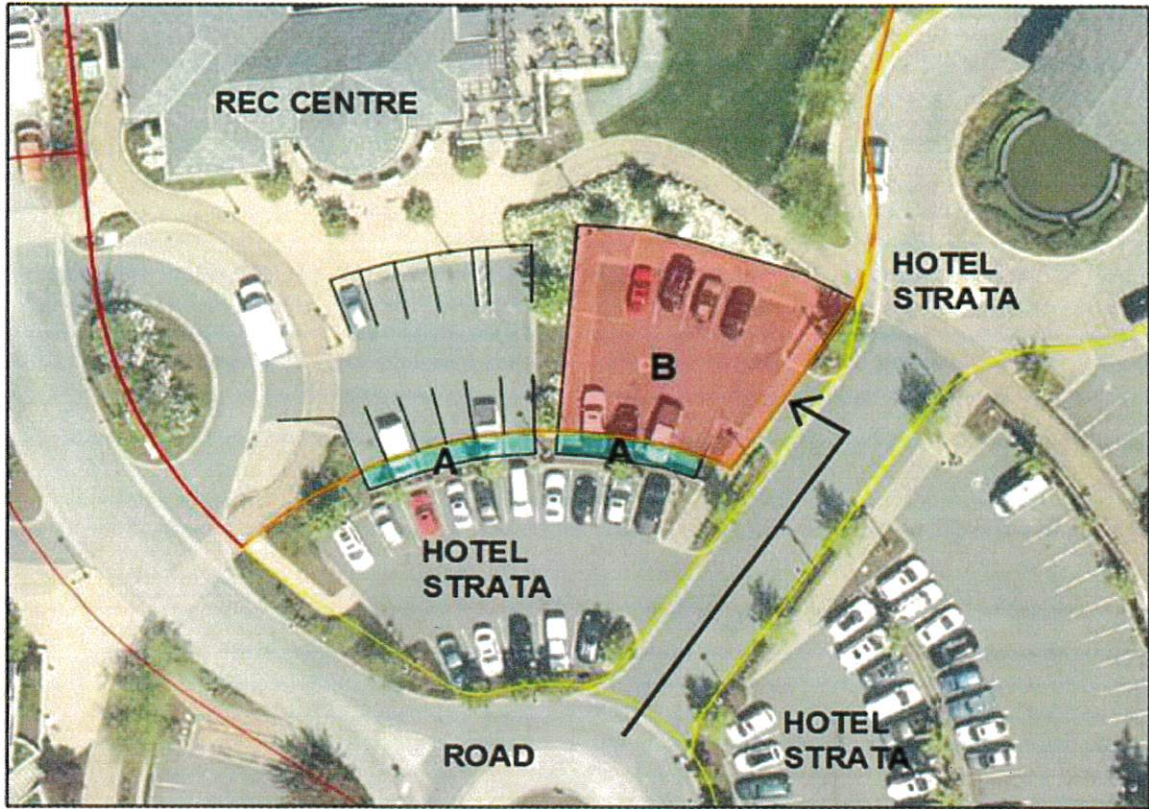
Dated this ____ day of _____, 2020.

CITY OF LANGFORD
by its authorized signatory:

Name:

SCHEDULE F

SUBJECT PARKING AREAS



SCHEDULE G**TRI-PARTY AGREEMENT KEY TERMS**

- Registration of Mortgage against Lands in an amount of not more than Two Million Six Hundred Eighty-One Thousand Two Hundred Fifty Dollars (\$2,681,250.00).
- No subsequent advances under Mortgage.
- Mortgage not discharged by City's exercise of Option to Purchase until total owing under Mortgage is satisfied
- City may pay that part of the Purchase Price under the Option to Purchase directly to lender sufficient to satisfy Mortgage
- When City pays purchase price as directed by lender, Mortgage discharged.
- Assignee of Mortgage to enter into assumption agreement



City of Langford

www.cityoflangford.ca

Staff Report to Council

Date: September 8, 2020
Department: Engineering
Subject: Approval to Award Design of Millstream Road Roundabout

Background

The City's long-term plans include construction of a roundabout on Millstream Road at Bear Mountain Parkway. Recent traffic counts in the area indicate that this corridor would benefit from construction of a roundabout here sooner rather than later.

The purpose of this report is to gain Council approval to award the detailed design and estimating for this roundabout and potential look to tender it for construction in 2021.

Commentary

Millstream Road northbound and southbound service a light industrial area located north of Bear Mountain Parkway that is partially in Langford and partially in the Highlands. Millstream Road is the primary corridor to and from this area and therefore the traffic mix here consists of heavier truck traffic as well as residential traffic from the greater Bear Mountain area and the Highlands.

Recent traffic counts in the area indicate that this corridor would benefit from construction of a roundabout here sooner rather than later.

Initially a single lane roundabout can be constructed to accommodate existing traffic. A dual lane roundabout, such as the one located at West Shore Parkway and Langford Parkway, would be required in the future if for example the Western Speedway property were to develop and/or the population keeps increasing in this area.

Staff are seeking to undertake a detailed design for both the interim and ultimate configuration of the roundabout at this location. One reason for doing both an interim and ultimate design is to minimize any

“throw away” work when the ultimate roundabout gets constructed. Additionally, staff wish to confirm if land is needed to accommodate either the interim or the ultimate construction.

Staff obtained an estimate from McElhanney (consulting firm). McElhanney are the City’s roundabout consultant on the Peatt at Brock roundabout where the interim construction for this roundabout is underway right now. In that case McElhanney did both an interim and ultimate design. The design considered the most recent safety recommendations from ICBC resulting in a contributing financial grant from ICBC for the construction of the Peatt at Brock roundabout. Staff anticipate applying for, and being successful for an ICBC grant to contribute toward the cost to construct the Millstream roundabout. This is normally done by completing an ICBC Road Safety Audit, having ICBC staff review the designs and provide any feedback as necessary.

McElhanney staff have successfully completed other large roundabouts on the lower island, one example being the double roundabout in the City of Duncan. In addition, the McElhanney team routinely facilitates ICBC roundabout workshops across BC, including one in Victoria that many of our Langford staff attended last year.

Financial Implications

The cost to undertake data collection for both the interim and ultimate design, complete the interim and ultimate design and prepare tender documents is estimated at \$86,668 plus GST. Staff are proposing to fund this from the City’s Road DCC program budget. There are sufficient funds in this budget to proceed now (in 2020) with this design work. This would best enable staff to tender this job in early January for consideration to construct in 2021 with the City’s 2021 budget discussions.

Legal Implications

None noted.

Options

That Council:

1. Award the Consulting Engineering Services for the design of the Millstream Road at Bear Mountain Parkway roundabout to McElhanney for the estimated cost of \$86,668 plus GST and fund this from the City's Road Development Cost Charge program;

OR

2. Not award this contract at this time.

Respectfully submitted,

Submitted by:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering & Public Works
Concurrence:	George Henshall, AsCT., Deputy Director of Engineering & Public Works
Concurrence:	Marie Watmough, Manager of Legislative Services
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Chris Aubrey, Fire Chief
Concurrence:	Lorne Fletcher, Manager of Community Safety and Municipal Enforcement
Concurrence:	Cory Manton, Manager of Parks and Recreation
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

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Goldstream Farmers Market Society

Mayor and council of The City of Langford.

The Goldstream Farmers Market is asking for an extension of our Contract to operate a market in the Veterans Park every Saturday until the end of November 2020 Weather permitting. We would follow

The same rules and guidelines in our present contract and all Covid 19 regulations set in place.

We make this request for our customers and Vendors because most of the fall and winter craft fairs are not on this year because of Covid 19 . We see this as a way for our vendors to showcase their products in the lead up to Christmas and support our local community.

Tony Obersteller President GFMS



Staff Report to Council

Date: September 8, 2020

Department: Planning

Application No.: Z19-0026

Subject: Bylaw No. 1884- Application to Rezone 2716 and 2720 Strathmore Road from R2 (One and Two Family Residential) Zone to RM7A (Medium Density Apartment A) Zone and to add the subject property to Schedule A1 of the Zoning Bylaw No. 300, to allow for the development of an apartment building consisting of approximately 32 units.

At their Regular Meeting of 3 February 2020, Council passed the following resolution with respect to the properties at 2716 and 2720 Strathmore Road:

1. *Direct Staff to prepare a bylaw to rezone the properties at 2716 and 2720 Strathmore Road from the R2, One and Two Family Residential, Zone to the RM7A, Medium – Density Apartment A, Zone and to add the subject properties to Schedule A1, of Zoning Bylaw No.300. subject to the following terms and conditions:*
 - a. *That the applicant provides, as a bonus for increased density, the following contributions, per unit, prior to the issuance of a building permit to develop the property:*
 - i. *\$750 per unit towards the General Amenity Reserve Fund;*
 - ii. *\$2850 per unit towards the Affordable Housing Fund;*
 - iii. *And subject to a 50% reduction to the total amount of contribution fees for units on the 5th and 6th storey, in accordance with the Affordable Housing and Amenity Contribution Policy.*

-
- b. *That the applicant provides, **prior to Public Hearing**, the following:*
- i. *A technical memo from an engineer that verifies storm water can be adequately managed on-site for the proposed developments, to the satisfaction of the Director of Engineering; **COMPLETED***
 - ii. *A frontage drawing to the satisfaction of the Director of Engineering to confirm whether road dedication is required to complete all required frontage improvements, including boulevard landscaping, sidewalks, road edge parking and street lighting (if applicable); **COMPLETED***
- c. *That the applicant registers, **prior to Bylaw Adoption**, if necessary, the road frontage to accommodate required frontage improvements to the satisfaction of the Director of Engineering; **NOT REQUIRED***
- d. *That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:*
- i. *That the developer agrees to install, or bond for, all required frontage improvements to Bylaw No. 1000 standards, including the installation of road edge parking, sidewalks, boulevard landscaping and possibly streetlights, to the satisfaction of the Director of Engineering, prior to issuance of a building permit;*
 - ii. *That the developer will connect and be responsible for any upgrades and/or installation of services and utilities required to support the proposed development;*
 - iii. *That all storm water management plan(s) be provided prior to issuance of a building permit and implemented, as per Bylaw 1000, all to the satisfaction of the Director of Engineering;*
 - iv. *That a construction parking and traffic management plan, prepared to the satisfaction of the Director of Engineering, be provided prior to the issuance of a building permit;*
 - v. *That the required parking stalls for this development are allocated for each residential unit and visitors, as required by Zoning Bylaw No. 300, and that parking is not offered separately from individual residential and visitor units for compensation;*
 - vi. *That the developer submits the Fire Underwriters Survey (FUS) calculations prior to the issuance of a development permit to develop the property, and acknowledges that these calculations may determine different setbacks than what is prescribed in the zone or from what has been granted through variances;*
 - vii. *That the developer agrees to install any infrastructure, including fire hydrants, required to fight an urban fire, as prescribed in Bylaw No. 1000.*

-
- e. That Council authorize the Director of Planning to authorize the following variances within a Development Permit that addresses the form and character of the development:
- a. A variance to reduce the required building setback to a rear property line from 7.5m to 3m;
 - b. A variance to reduce the required building setback from a front lot line from 7.5m to 0.48m subject to the following:
 - i. That the applicant registers a Section 219 Covenant on the property acknowledging that they will not require an encroachment agreement onto City property as a result of receiving a variance from the required building setback to the front property line.

COMMENTS

The applicant has registered a Sec. 219 covenant against the title of the subject property that agrees to items 1. d. i.-v. - in Council's resolution of February 3rd, 2020.

Bylaw No.1884 was signed by the Minister of Transportation on March 19, 2020.

OPTIONS

That Council:

1. Adopt Bylaw No. 1884;
2. Take no action at this time with respect to Bylaw No. 1884;

Respectfully Submitted,

Submitted by:	Lauren Mattiussi, MCIP, RPP Planner 2
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Marie Watmough, Manager of Legislative Services
Concurrence:	Chris Aubrey, Fire Chief
Concurrence:	Lorne Fletcher, Manager of Community Safety and Municipal Enforcement
Concurrence:	Cory Manton, Manager of Parks and Recreation
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Audrey Kryklywyj-Shortreid, Deputy Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

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**CITY OF LANGFORD
BYLAW NO. 1884**

**A BYLAW TO AMEND BYLAW NO. 300,
"LANGFORD ZONING BYLAW, 1999"**

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By deleting the maps shown in Schedule A1 and replacing them with the maps attached to this Bylaw as Appendix A;
2. By deleting from the R2 (One- and Two-Family Residential) Zone and adding to RM7A (Medium Density Apartment A) Zone the property legally described as Lots 5 and 6, Section 5, Esquimalt District, Plan 16167, PID Nos. 002-558-751 and 004-014-367 (2716 and 2720 Strathmore Road) and in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.
3. By adding the following to Table 1 of Schedule AD:

Zone	Bylaw No.	Legal Description	Amenity Contributions
RM7A	1884	Lots 5 and 6, Section 5, Esquimalt District, Plan 5, PID Nos. 002-558-751 and 004-014-367 (2716 and 2720 Strathmore Road)	a) \$750 per new unit created on the 1 st to 4 th storeys of the building towards the Affordable Housing Reserve Fund; and b) \$375 per new unit created on the 5 th and 6 th storeys of the building towards the Affordable Housing Reserve Fund; and c) \$2,850 per new unit created on the 1 st to 4 th storeys of the building towards the General Amenity Reserve Fund; and d) \$1,425 per new unit created on the 5 th and 6 th storeys of the building towards the General Amenity Reserve Fund; and

B. This Bylaw may be cited for all purposes as “Langford Zoning Bylaw, Amendment No. 582, (2716 and 2720 Strathmore Road), Bylaw 1884, 2020”.

READ A FIRST TIME this 18th day of February, 2020.

PUBLIC HEARING held this 16th day of March, 2020.

READ A SECOND TIME this 16th day of March, 2020.

READ A THIRD TIME this 16th day of March, 2020.

APPROVED BY THE MINISTRY OF TRANSPORTATION THIS 19th DAY OF March, 2020.

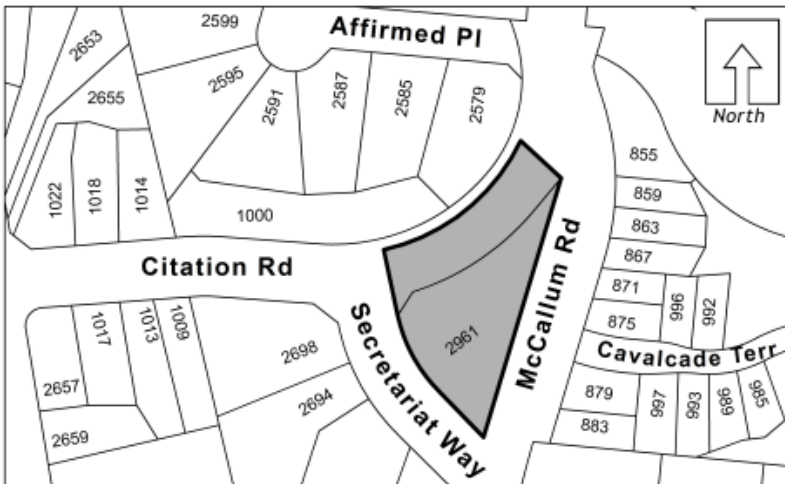
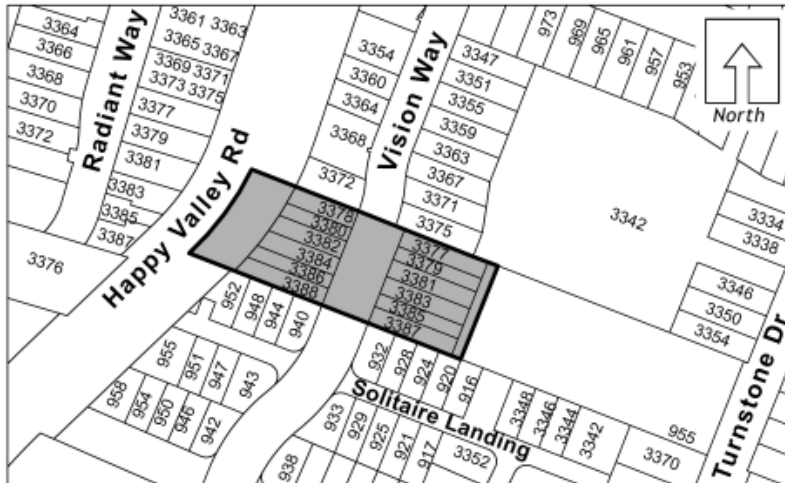
ADOPTED this of, 2020.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Appendix A

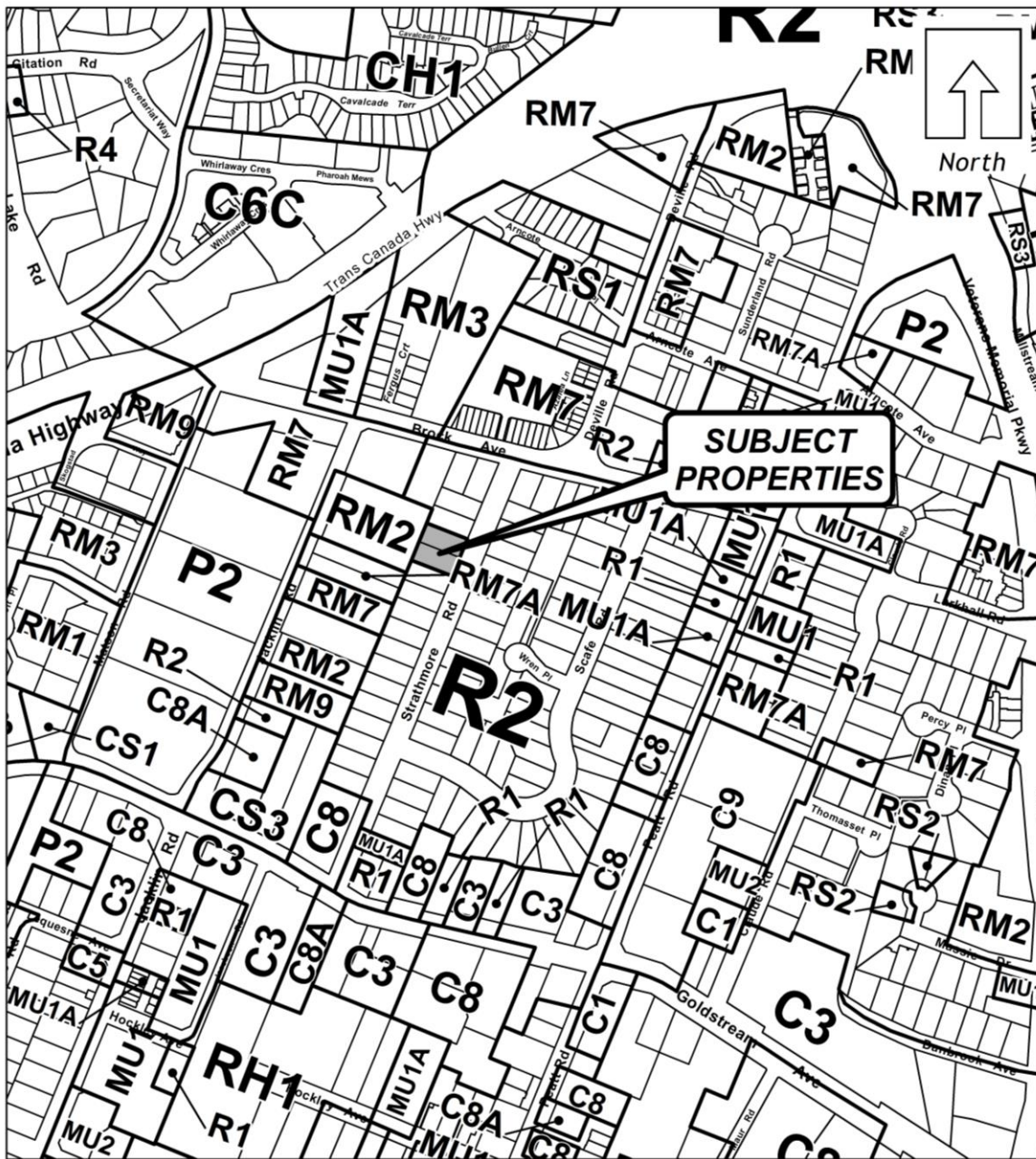
SCHEDULE "AI" TO BYLAW No. 300



REZONING BYLAW AMENDMENT

(Z19-0026)

2716 & 2720 Strathmore Rd



**CITY OF LANGFORD
BYLAW NO. 1904**

**A BYLAW TO AMEND BYLAW NO. 300,
“LANGFORD ZONING BYLAW, 1999”**

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By adding the following to Section 1.01

“**Active building frontage** is a **building façade** that incorporates commercial and/or individually accessed residential units at grade along the **frontage**. Private amenity space and residential lobbies may also be included provided they do not dominate the building façade and are designed in accordance with the City Centre Design Guidelines. For the purpose of calculating minimum **active building frontage** requirements, that portion of the **frontage** required for minimum **setbacks** specified in Part 6 of this Bylaw or for a driveway up to 6 m in width may be excluded”

“**Common outdoor amenity space** is an outdoor space accessible to all residents within an **apartment** or **apartment, senior citizens** building that is constructed with surface materials that include sod, pavers, decking, sport court paving or similar materials that allow the space to be used for active or passive recreational use by the residents of the **building;**”

2. By adding the following to Section 3.21.01 as (5):

“(5) All portions of a **lot** that are not covered by a **building** or **structure** or used for off street parking must be landscaped”

3. By adding the following as Section 6.57 to the Zoning Bylaw:

“Section 6. 57 - City Centre Zone (CC1) Zone

The intent of the City Centre Zone is to allow for high-density development that must include a residential component as the primary use within a building.

6.57.01 Permitted Uses

The following **uses** and no others are permitted in the CC1 Zone;

- (1) **Accessory uses, buildings, and/or structures;**
- (2) **Apartment;**
- (3) **Apartment, senior citizens;**
- (4) **Assisted living;**
- (5) **Bakery;**

- (6) **Catering;**
- (7) **Charitable facility;**
- (8) **Cultural facility;**
- (9) **Fitness centre;**
- (10) **Group daycare**, in accordance with Section 3.26.02;
- (11) **Home occupation** in accordance with Section 3.09;
- (12) **Hotel;**
- (13) **Library;**
- (14) **Licensed premises;**
- (15) **Liquor store;**
- (16) **Medical Clinics;**
- (17) **Office;**
- (18) **Personal service establishment;**
- (19) **Pet daycare;**
- (20) **Pet grooming;**
- (21) **Place of worship;**
- (22) Public assembly and entertainment uses;
- (23) **Preschool;**
- (24) **Restaurant;**
- (25) **Retail store;**
- (26) Townhouses;
- (27) **Training and education facility;**
- (28) **Veterinary practice;**

- (29) Uses permitted by Section 3.01 of this Bylaw;

6.57.02 Subdivision Lot Requirements

- (1) No **lot** having a **lot area** less than 2,000 m² (0.49 ac) may be created by subdivision in the CC1 Zone;

6.57.03 Regulations for Use

- (1) **Residential** units on the ground floor must have individual at grade access;
- (2) **Residential uses** must not share an entrance, vestibule or hallway with a non-**residential use**;
- (3) No **lot** with a **lot area** less than 1,400 m² (0.35 ac) or a **frontage** less than 37 m (121 ft) may be used for any use other than a **Townhouse use**;

6.57.04 Regulations for Townhouse Use

- (1) A **Townhouse use** is subject to the regulations of the RT1 Zone and not the regulations of this **Zone**.

6.57.05 Density of Development

- (1) Except as provided in article 6.57.05(2) the **floor area ratio** may not exceed 0.3;
- (2) Despite article 6.57.05(1), on land whose legal description is set out in Table 1 of Schedule AD, the **floor area ratio** may be increased to 5.0 if the owner of the land proposed to be developed:
- (a) Pays to the City the amount specified in Column 4 of Table 1 of Schedule AD, prior to the issuance of a building permit to construct on the site; and
- (b) Provides at least 100 m² (1076 ft²) or 5% of the lot area, whichever is greater, as **common outdoor amenity space**; and
- (c) Incorporates a minimum **active building frontage** of 80%.

6.57.06 Setbacks

- (1) No portion of a **building** or **structure 2 storeys or less** in **height** may be located:
- (a) Within 2 m (6.6 ft) of any **front or exterior side lot line**;
- (b) Within 3 m (9.8 ft) of any **interior side** or **rear lot line**;
- (2) No portion of a **building** or **structure 3 storeys or greater** in **height** may be located:

- (a) Within 4 m (13 ft) of an **exterior** or **front lot line**;
- (b) Within 3 m (9.8 ft) of any **interior side** or **rear lot line**;
- (c) Despite article 6.57.06 (2)(a), where a **building** or **structure** greater than 6 storeys in height has a building façade with a horizontal plane greater than 20 m (65.6 ft), a minimum 30% of the façade must be setback an additional 1 m (3.3 ft) from the established setback;

6.57.08 Parking

In addition to the regulations contained in Part 4 of this Bylaw, the following regulations apply to parking and loading in the CC1 Zone:

- (1) No unenclosed surface parking spaces may be located within 3 m (9.8 ft) of a **lot line abutting a highway**;
- (2) Parking stalls located adjacent to a **highway** must be screened by a **building** containing an active use, which may include commercial or residential units;
- (3) Surface parking stalls may be located adjacent to an **interior side** or **rear lot line** when screened by a fence no less than 1.8 m (6 ft) in height and by a landscaping strip no less than 3 m (9.8 ft) in width;"

- B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 589, Omnibus No. 51 – City Centre 1 Zones, Bylaw No. 1904, 2020".

READ A FIRST TIME this 20th day of July, 2020.

PUBLIC HEARING held this 17th day of August, 2020.

READ A SECOND TIME this 17th day of August, 2020.

READ A THIRD TIME this 17th day of August, 2020.

ADOPTED this day of , 2020.

MAYOR

(Certified Correct)
CORPORATE OFFICER

**CITY OF LANGFORD
BYLAW NO. 1920**

**A BYLAW TO AMEND BYLAW NO. 300,
"LANGFORD ZONING BYLAW, 1999"**

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By adding the phrase "transportation corridor" immediately after "an electrical substation" in Section 3.22.03(1);
2. By adding the following as Section 3.22.05:

"The **Approving Officer** may approve a boundary adjustment subdivision which creates **lots** with **lot areas** less than the requirements in this Bylaw if:

- (1) the subject lots are adjoining;
- (2) no additional lots are created;
- (3) where the proposed lots are under 6,000 m² (1.5 ac) in area, the boundary adjustment does not result in the reduction of any lot by more than 20% of its original size; and
- (4) the requirements of this Bylaw respecting siting of buildings and structures and minimum lot width are complied with."

3. By deleting Section 6.44B.01(3);

4. By deleting Section 6.109.03(1), (2) and (3) and replacing them with the following:

"(1) There may not be more than 60 Single Family Equivalent (SFE) **dwelling units** in the CD20 Zone. The maximum SFE in each "Area" identified on the CD20 Zone Map attached as Schedule "AG" are as follows:

- (a) Area 1 – 36.68 SFE;
- (b) Area 2 – 21.0 SFE; and
- (c) Areas 3 and 4 – 2.32 SFE.

(2) Despite Article 6.109.03(1)(a), there may be more than 36.68 SFE in Area 1 of the CD20 Zone if the owner of the land proposed to be built upon:

- (a) Pays to the City \$90,000 towards the General Amenity Reserve Fund, prior to subdivision approval for one-family dwellings and prior to the issuance of a Building Permit for townhouses, and two-family dwellings; and
- (b) Pays to the City the amount specified in Table 1 below, prior to subdivision approval for one-family dwellings and prior to the issuance of a Building Permit for townhouses, and two-family dwellings;

(3) Despite Article 6.109.03(1)(b), there may be more than 21.0 SFE in Area 2 of the CD20 Zone if the owner of the land proposed to be built upon:

- (a) Pays to the City \$60,000 towards the General Amenity Reserve Fund, prior to subdivision approval for one-family dwellings and prior to the issuance of a Building Permit for townhouses, two-family dwellings and apartments; and

- (b) Pays to the City the amount specified in Table 1 below, prior to subdivision approval for one-family dwellings and prior to the issuance of a Building Permit for townhouses, two-family dwellings and apartments;

Table 1 – Amenity Contributions

a) \$5,400 per one-family lot greater than or equal to 550.0 m ² (5,920.0 ft ²) towards the General Amenity Reserve Fund;
b) \$3,564 per one-family lot less than 550.0 m ² (5,920.0 ft ²) towards the General Amenity Reserve Fund;
c) \$3,294 per townhouse, two-family dwelling or apartment dwelling unit towards the General Amenity Reserve Fund;
d) \$900 per one-family lot greater than or equal to 550.0 m ² (5,920.0 ft ²) towards the Affordable Housing Reserve Fund;
e) \$594 per one-family lot less than 550.0 m ² (5,920.0 ft ²) towards the Affordable Housing Reserve Fund; and
f) \$549 per townhouse, two-family dwelling or apartment dwelling unit towards the Affordable Housing Reserve Fund.

5. By deleting Schedule “E” and replacing it with Schedule “A” of this Bylaw;

B. This Bylaw may be cited for all purposes as “Langford Zoning Bylaw, Amendment No. 597, (Omnibus No. 53–Various Amendments), Bylaw No. 1920, 2020”.

READ A FIRST TIME this 20th day of July, 2020.

PUBLIC HEARING held this 17th day of August, 2020.

READ A SECOND TIME this 17th day of August, 2020.

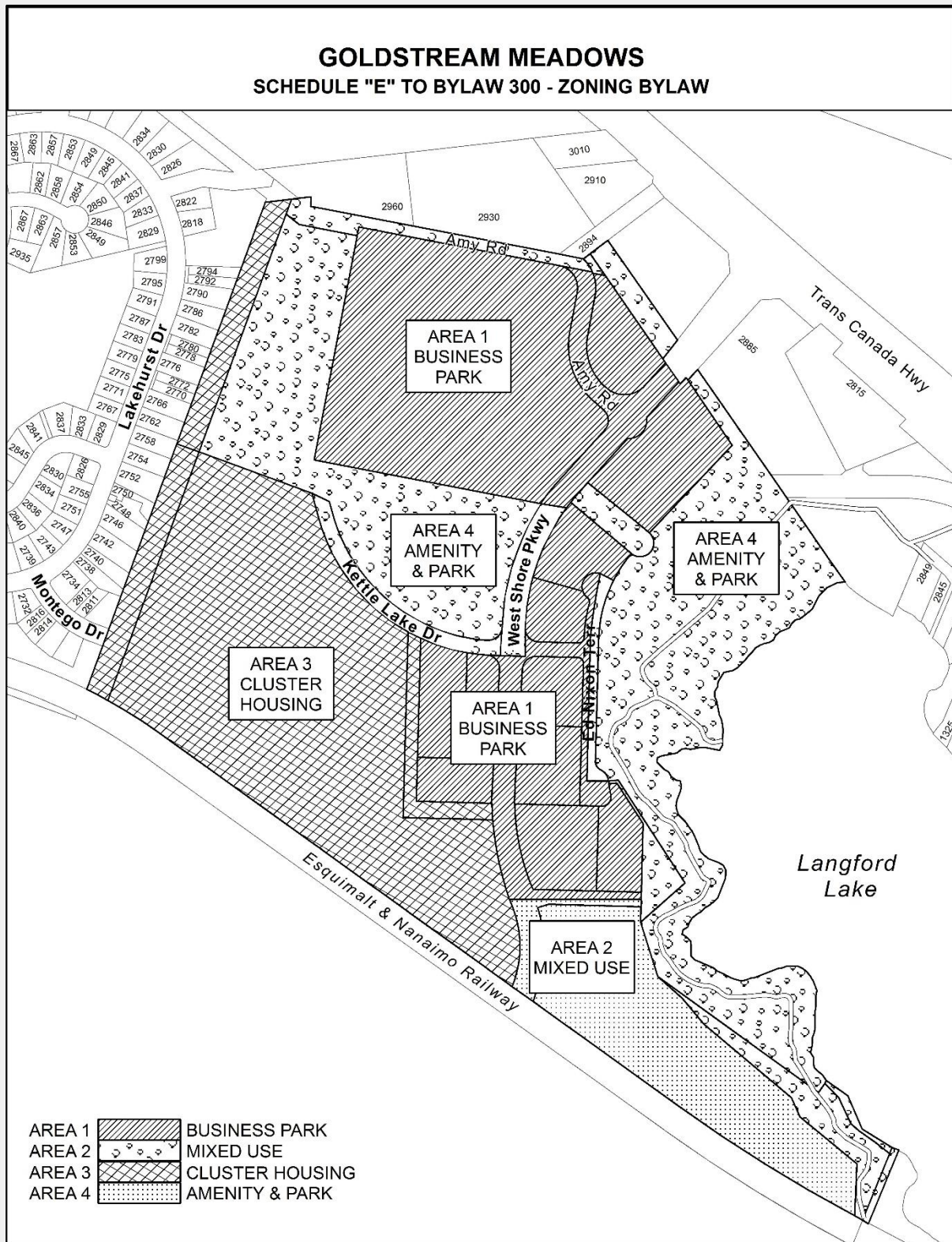
READ A THIRD TIME this 17th day of August, 2020.

ADOPTED this day of , 2020.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule "A"





City of Langford

www.cityoflangford.ca

Staff Report to Council

Date: September 8, 2020
Department: Legislative Services
Subject: Bylaw No. 1925 "CITY OF LANGFORD FREEDOM OF INFORMATION BYLAW NO. 1925, 2020"

Background

On December 12, 1994, Council adopted the "District of Langford Freedom of Information Bylaw No. 80, 1994".

Under this Bylaw, the "Head", for purposes of the *Freedom of Information and Protection of Privacy Act* RSBC 1996, chapter 165 (the "Act") are the Clerk-Administrator, the Treasurer-Collector, and the Director of Engineering and Development Services. As well, all of the duties of the Head are set out in the bylaw pursuant to the provisions of the Act which existed at that time.

Commentary

Staff recommends that the Corporate Officer and the Manager of Legislative Services be appointed "Head of Privacy". Currently, the Corporate Officer and the Manager of Legislative Services deal with matters related to the Act, this change will align the Bylaw with current practices.

In addition, the Bylaw has been simplified to reflect changes to the Act.

The Fee Schedule in the Regulation has been incorporated into the Bylaw by reference rather than being attached as an appendix. The effect of this change is that when the Province changes the Fee Schedule those changes are effective without the City having to make changes to the Bylaw.

Upon adoption of this Bylaw, Bylaw 80, cited above, will be repealed.

Financial Implications

None

Legal Implications

This change will modernize the Bylaw and will appoint those persons as Head of Privacy who oversee the requests currently.

Options:

1. *That Council give 1st, 2nd and 3^d readings to the "CITY OF LANGFORD FREEDOM OF INFORMATION BYLAW NO. 1925, 2020"; or*
2. *That Council do nothing at this time with respect to the "CITY OF LANGFORD FREEDOM OF INFORMATION BYLAW NO. 1925, 2020".*

Respectfully Submitted,

Submitted by:	Marie Watmough
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Chris Aubrey, Fire Chief
Concurrence:	Lorne Fletcher, Manager of Community Safety and Municipal Enforcement
Concurrence:	Cory Manton, Manager of Parks and Recreation
Concurrence:	George Henshall, Deputy Director of Engineering
Concurrence:	Donna Petrie, Manager of Business Development and Events
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

:mw

Freedom of Information and Protection of Privacy Bylaw

CITY OF LANGFORD**"CITY OF LANGFORD FREEDOM OF INFORMATION BYLAW NO. 1925, 2020"****A BYLAW FOR THE ADMINISTRATION OF THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT.**

WHEREAS, the City enacted the "District of Langford Freedom of Information Bylaw No. 80, 1994" (the "1994 Bylaw");

WHEREAS the City wishes to repeal and replace the 1994 Bylaw with a new Freedom of Information and Protection of Privacy Bylaw;

NOW THEREFORE, the Council of the City of Langford, in open meeting assembled enacts as follows:

1.0 CITATION:

- 1.1 This Bylaw may be cited for all purposes as the "City of Langford Freedom of Information Bylaw No. 1925, 2020.

2.0 DEFINITIONS AND INTERPRETATION:

- 2.1 The definitions contained in Schedule 1 of the Act shall apply to this bylaw except where the context requires otherwise.

- 2.2 In this bylaw:

"Act" means the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, chapter 165 as amended or replaced.

"Commercial Applicant" means a person who makes a request for access to a record to obtain information for the use in connection with a trade, business, profession or other venture for profit.

"Council" means the Council of the City of Langford.

"Head of Privacy" means the person or group of persons designated as the Head of the municipality pursuant to Section 3 of this Bylaw.

"City" means the City of Langford.

"Request" means a request under Section 5 of the Act.

Freedom of Information and Protection of Privacy Bylaw

3.0 ADMINISTRATION:

- 3.1 Pursuant to section 77 of the Act, Council appoints the persons occupying the following positions to be the Head of Privacy under the Act:
- a) Director of Corporate Services; and
 - b) Manager of Legislative Services.
- 3.2 The Head of Privacy may delegate to any person any duty, power or function of the Head of Privacy provided that the delegation:
- a) is in writing,
 - b) is subject to such restrictions or conditions as the Head of Privacy may deem appropriate;
 - c) does not include the authority to delegate under Section 66 of the Act;
 - d) is otherwise in compliance with the Act.
- 3.3 The Head of Privacy is also the head of privacy for all boards, committees, commissions, panels, agencies, or corporations created or owned by the City.

4.0 FEES:

- 4.1 An applicant making a request may be subject to fees for the purpose of:
- a) locating, retrieving and producing the record;
 - b) preparing the record for disclosure;
 - c) shipping and handling the record; and
 - d) providing a copy of the record.

The charge for fees under this Bylaw shall be in accordance with the Schedule of Maximum Fees in the British Columbia Regulation 155/2012, as amended from time to time.

- 4.2 Where an applicant requests the City waive the fees in 4.1, the applicant must submit a written request to the City and must provide sufficient detail for the City to determine whether or not to waive the fees. Factors to be considered may include but are not limited to:
- a) Volume of materials sought; and
 - b) Severe financial hardship and resulting impact on the applicant.

5.0 REPEALS

- 5.1 This Bylaw repeals and replaces "District of Langford Freedom of Information Bylaw No. 80, 1994".

Freedom of Information and Protection of Privacy Bylaw

6.0 SEVERABILITY

6.1 If any portion of this bylaw is found to be invalid, it shall be severed from the bylaw and the remaining provisions shall not be affected but shall remain in full force and effect as if the bylaw had been enacted without the invalid portion.

READ A FIRST TIME this day of _____, 2020.

READ A SECOND TIME this day of _____, 2020

READ A THIRD TIME this day of _____, 2020.

RECONSIDERED, FINALLY PASSED AND ADOPTED this ____ day of _____, 2020

CERTIFIED CORRECT

MAYOR

(Corporate Officer)