

Status: Registered

Doc #: CA8359367

RCVD: 2020-08-13 RQST: 2020-09-04 17.00.39

FORM_C_V25 (Charge)

VICTORIA LAND TITLE OFFICE

Aug-13-2020 10:47:35.003

CA8359367 CA8359369

PAGE 1 OF 21 PAGES

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the Land Title Act, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Gregory Eric
Atkins E16SZ3

Digitally signed by Gregory Eric Atkins
E16SZ3
DN: c=CA, ou=Gregory Eric Atkins
E16SZ3, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=E16SZ3
Date: 2020.08.13 09:30:26 -0700'

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

Reed Pope Law Corporation

Barristers & Solicitors

202 1007 Fort Street

Victoria

BC V8V 3K5

s219 Covenant re Manufactured Home Park
Redevelopment

Phone: (250) 383-3838

Document Fees: \$224.61

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES [unchecked]

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) [unchecked] Filed Standard Charge Terms D.F. No.

(b) [checked] Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

CITY OF LANGFORD

2ND FLOOR, 877 GOLDSTREAM AVENUE

VICTORIA

BRITISH COLUMBIA

V9B 2X8

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

PETER W. KLASSEN

Barrister & Solicitor

CREASE HARMAN LLP

800 - 1070 Douglas Street

Victoria, BC V8W 2S8

Table with 3 columns: Y, M, D. Values: 20, 07, 13

LEANNE KRAMER IN HER
CAPACITY AS EXECUTOR OF
THE ESTATE CLARA BEATRICE
KRAMER

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Julie Coneybeer

Y	M	D
20	08	10

CITY OF LANGFORD
by its authorized signatory(ies)

Commissioner for Taking Affidavits in British Columbia

Deputy Corporate Officer
2nd Floor, 877 Goldstream Ave.
Langford, BC V9B 2X8

MATTHEW SAHLSTROM
ACTING MAYOR

DARREN KIEDYK
CHIEF ADMINISTRATIVE OFFICER

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

EPHRAIM FUNG

Y	M	D
20	07	31

RBC INVESTOR SERVICES TRUST
by its authorized signatory(ies)

Barrister & Solicitor

ALEXANDER HOLBURN BEAUDIN +
LANG LLP
2700 - 700 WEST GEORGIA ST.
VANCOUVER, BC CANADA V7Y 1B8

Sam Prochilo
Associate, Service Assurance

Nancy Chiu
Associate, Service Assurance

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Scott Sydney Markham

Notary Public

in and for The Province of Ontario
100 University Ave., 8th Flr.
Toronto, ONTARIO M5J 2Y1
416-263-9316

Y M D

20 07 29

COMPUTERSHARE TRUST
COMPANY OF CANADA
by its authorized signatory(ies)

Daniel Lee
Professional, MBS

Ashvini Sivanantham
Administrator, MBS

OFFICER CERTIFICATION:

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

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FORM_E_V25

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 21 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

004-333-233

**THAT PART OF SECTION 99, ESQUIMALT DISTRICT, BOUNDED AS
FOLLOWS: ON THE NORTH BY THE SOUTH BOUNDARY OF PLAN 990 RW;
ON THE EAST BY THE EASTERLY BOUNDARY OF SAID SECTION; ON THE
SOUTH BY THE NORTHERLY BOUNDARIES OF PLAN 6546 AND 8988; AND
ON THE WEST BY THE WESTERLY BOUNDARY OF SAID SECTION EXCEPT
THAT PART IN PLAN VIP62431 AND VIP84622**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

STC? YES

Status: Registered

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FORM_E_V25

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 6 OF 21 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

section 219 covenant in respect of that part of the
Lands shown as Covenant Area on Reference Plan
EPP103791

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Granting within covenant priority over Mortgage
CA7156836 and Assignment of Rents CA7156837

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Granting within covenant priority over Mortgage
CA8110655 and Assignment of Rents CA8110656

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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FORM_E_V25

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 7 OF 21 PAGES

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

5. TRANSFEROR(S)

LEANNE KRAMER IN HER CAPACITY AS EXECUTOR OF THE ESTATE CLARA BEATRICE
KRAMER
800-1070 Douglas Street
Victoria, British Columbia, V8W 2S8

TERMS OF INSTRUMENT – PART 2
SECTION 219 COVENANT
MANUFACTURED HOME PARK

This COVENANT dated for reference the ____ day of July, 2020.

BETWEEN:

LEANNE KRAMER IN HER CAPACITY AS EXECUTOR OF THE ESTATE
800-1070 Douglas Street
Victoria, British Columbia, V8W 2S8
(the “**Owner**”)

AND:

CITY OF LANGFORD
2nd Floor, 877 Goldstream Avenue
Victoria, British Columbia V9B 2X8
(the “**City**”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of that certain parcel of land and premises more particularly known and described as:

PID: 004-333-233

THAT PART OF SECTION 99, ESQUIMALT DISTRICT, BOUNDED AS FOLLOWS: ON THE NORTH BY THE SOUTH BOUNDARY OF PLAN 990 RW; ON THE EAST BY THE EASTERLY BOUNDARY OF SAID SECTION; ON THE SOUTH BY THE NORTHERLY BOUNDARIES OF PLAN 6546 AND 8988; AND ON THE WEST BY THE WESTERLY BOUNDARY OF SAID SECTION EXCEPT THAT PART IN PLAN VIP62431 AND VIP84622

(the “**Lands**”);

- B. As a condition of the City’s approval of the rezoning of the Lands, the City has required the Owner to grant a covenant to the City pursuant to section 219 of the *Land Title Act* concerning certain aspects of the development of the Lands, all upon the terms and conditions contained herein; and

- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specific amenity on the land.

NOW THEREFORE in consideration of the premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to Section 219 of the *Land Title Act* as follows:

PART 1 – INTERPRETATION

1. **Definitions** – For the purposes of this Agreement:

- a. **“Amenity Use Facility”** means either a stand-alone premises or premises located within a larger building, having an interior area of at least 1,000 square feet designed for community recreational use and with a design specification to the satisfaction of the Director of Planning, acting reasonably;
- b. **“Building”** means any building or structure that is permitted to be constructed on the Lands as per Bylaw 300, as amended from time to time;
- c. **“Bylaw 300”** means City of Langford Zoning Bylaw No. 300, as amended from time to time;
- d. **“Chief Administrative Officer”** means the person or persons appointed from time to time by City Council as the Chief Administrative Officer, or any employee authorized to act on their behalf;
- e. **“Covenant Area”** means that portion of the Lands shown as Covenant Area on Reference Plan EPP103791, filed in the Land Title Office, a reduced copy of which is attached hereto as Schedule “A”;
- f. **“Director of Planning”** means the person or persons appointed from time to time by City Council as City Planner, or any employee authorized to act on their behalf;
- g. **“Manufactured Home Park Redevelopment Policy”** means the City’s Manufactured Home Park Redevelopment Policy No. POL-0070-PLAN adopted February 2, 2015, a copy of which is attached hereto as Schedule “B”;

PART 2 – COVENANTS

2. Redevelopment of Manufactured Home Park – The Owner covenants and agrees that it will not use the Covenant Area for any purpose other a manufactured home park (as that term is defined in the *Manufactured Home Park Tenancy Act*, SBC 2002, c 77 (the “MHPTA”)) and related ancillary uses, all in accordance with the RH1 Zone of Bylaw 300 and Capital Regional District’s Bylaw No. 377. unless and until:

- a. the Owner has satisfied the requirements of the MUE3 Zoning applicable to the Covenant Area such that the Covenant Area may be used for other uses;
- b. the Owner has complied with the requirements of the MHPTA concerning the Owner’s proposed change in use of that portion of the Covenant Area to a use other than a manufactured home park; and
- c. the Owner has provided compensation to each tenant of the manufactured home park whose manufactured home falls within that portion of the Covenant Area to which the proposed change in use applies in accordance with the requirements of the MHPTA or the Manufactured Home Park Redevelopment Policy, whichever is greater.

The parties agree that this Agreement represents a comprehensive plan for compensation satisfactory to City Council as required by the Manufactured Home Park Redevelopment Policy. The parties further agree that, upon satisfaction of the Owner’s obligations under this section 2 to the reasonable discretion of the Chief Administrative Officer in respect of all or any portion of the Covenant Area, the parties will, at the Owner’s request and expense, modify this Agreement to release this section 2 from such portion of the Covenant Area and execute all such further documents as may be necessary to record such modification in the Land Title Office.

3. Amenity Use Facility – The Owner covenants and agrees that the Covenant Area shall not be subdivided nor will construction of any new Building be permitted on the Covenant Area unless and until:

- a. the Owner provides the City with plans to construct an Amenity Use Facility on a portion of the Covenant Area; and
- b. the Owner has agreed to grant an easement permitting the tenants of the manufactured home park located on the Covenant Area, the non-exclusive and perpetual right to access and use the Amenity Use Facility, all on terms

reasonably satisfactory to the Director of Planning.

At such time as the Owner has complied with the foregoing requirements, then notwithstanding the other restrictions on subdivision contained in this Agreement, the City agrees that it will permit the Owner, at its request and expense, to subdivide a portion of the Covenant Area to create a parcel up to one (1) acre in size where the Amenity Use Facility and related improvements may be constructed, provided that if such portion of the Covenant Area contains a manufactured home, then the Owner must first meet the requirements of section 2 hereof.

PART 3 - GENERAL

4. **City Discretion** – Where the City or a representative of the City is required or permitted under this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent:
 - a. the relevant provision shall not be considered fulfilled unless the approval, opinion, determination, consent or expression of satisfaction is in writing signed by the City or the representative, as the case may be;
 - b. the approval, opinion, determination, consent or satisfaction is in the sole discretion of the City or the representative, as the case may be; and
 - c. the City or the representative, as the case may be, is under no public law duty of fairness or natural justice in that regard and the City or the representative may do any of those things in the same manner as if it were a private person and not a public body or employee or officer thereof.
5. **Specific Relief** - Because of the public interest in ensuring that all of the matters described in this Agreement are complied with, the public interest strongly favors the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City in the event of an actual or threatened breach of this Agreement.
6. **Inspection** - The City may, by its officers, employees, contractors and agents, enter upon the Lands and within all buildings and structures thereon at all reasonable times for the purpose of ascertaining compliance with this Agreement.
7. **No Effect on 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, development or subdivision of the Lands;
 - b. affect or limit any enactment relating to the use, development or subdivision of the Lands; or
 - c. relieve the Owners from complying with any enactment, including in relation to the use, development or subdivision of the Lands.
8. Runs With Land - Every obligation and covenant of the Owners in this Agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Lands. This Agreement burdens and runs with, and binds the successors in title to, the Lands and each and every part into which the Lands may be subdivided by any means (including by way of subdivision plan, reference or explanatory plan, lease plan or strata plan of any kind).
9. No Obligation To Enforce - The rights given to the City under this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expenses in respect of this Agreement.
10. Priority – The Owners shall cause this Agreement to be registered in the applicable land title office against title to the Land with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the City under which such holder postpones all of the holder’s rights to those of the City under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.
11. Indemnity - The Owner hereby releases, indemnifies and saves harmless the City, its elected officials, officers, employees, agents and others from and against any and all manner of actions, causes of action, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomever brought, of whatsoever kind and howsoever arising in connection with the matters contemplated by this Agreement (collectively, the “**Damages**”), save and except to the extent such Damages arise in connection with any wilful misconduct, negligence or breach of this Agreement on the part of the City or its representatives listed above.

12. Owner's Cost - The Owners shall comply with all requirements of this Agreement at its own cost and expense.
13. Contractual Obligation - The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
14. Time - Time is of the essence of this Agreement.
15. Waiver - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach or continuing breach of this Agreement.
16. Further Assurances - The Owners shall do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this Agreement.
17. Severance - If any part of this Agreement is for any reason held to be invalid by a decision of a court with jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
18. Interpretation - In this Agreement:
 - a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - b. article and section heading have been inserted for ease of reference only and are not be used in interpreting this Agreement;
 - c. the term "enactment, has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;

- d. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - 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 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."
19. Governing Law - This Agreement shall be governed by and constructed in accordance with the laws of the Province or British Columbia, which shall be deemed to be the proper law hereof.
20. Enurement - This Agreement and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.
21. Entire Agreement - This Agreement is the entire Agreement between the parties regarding its subject.
22. Modification - This Agreement may not be modified except by an agreement or instrument in writing signed by the Owners or their successors in title and the City or a successor or assignee.
23. Execution in Counterparts & Electronic Delivery - This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

As evidence of their Agreement to be bound by the terms of this Agreement, the parties have executed the *Land Title Act* Form C attached to and forming part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

BETWEEN:

CITY OF LANGFORD
(the "**Subsequent Chargee**")

AND:

RBC INVESTOR SERVICES TRUST
(the "**Prior Chargee**")

WHEREAS:

- A. Leanne Kramer in her capacity as Executor of the Estate of Clara Beatrice Kramer and Kramer Alter Ego Trust (collectively, the "**Owner**") are the registered owners of the Lands defined in Part 1 of this instrument;
- B. The Owner granted the Prior Chargee a Mortgage and an Assignment of Rents which were registered against the title to the Lands in the Victoria Land Title Office under numbers CA7156836 and CA7156837 (collectively, the "**Prior Charges**");
- C. The Owner has granted the Subsequent Chargee a covenant pursuant to section 219 of the *Land Title Act* as set out in the within instrument (the "**Subsequent Charge**").

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar now paid by the Subsequent Chargee to the Prior Chargee, the receipt and sufficiency of which are hereby acknowledged, the Prior Chargee does hereby grant to the Subsequent Chargee priority over the Prior Charges and the Prior Chargee hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Subsequent Chargee shall rank ahead of the Prior Charges as though the Subsequent Charge had been executed, delivered and registered in time prior to the registration the Prior Charges.

As evidence of agreement to be bound by the terms of this instrument, the Prior Chargee hereto has executed the Land Title Act Form D which is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

BETWEEN:

CITY OF LANGFORD
(the "**Subsequent Chargee**")

AND:

COMPUTERSHARE TRUST COMPANY OF CANADA
(the "**Prior Chargee**")

WHEREAS:

- D. Leanne Kramer in her capacity as Executor of the Estate of Clara Beatrice Kramer and Kramer Alter Ego Trust (collectively, the "**Owner**") are the registered owners of the Lands defined in Part 1 of this instrument;
- E. The Owner granted the Prior Chargee a Mortgage and an Assignment of Rents which were registered against the title to the Lands in the Victoria Land Title Office under numbers CA8110655 and CA8110656 (collectively, the "**Prior Charges**");
- F. The Owner has granted the Subsequent Chargee a covenant pursuant to section 219 of the *Land Title Act* as set out in the within instrument (the "**Subsequent Charge**").

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar now paid by the Subsequent Chargee to the Prior Chargee, the receipt and sufficiency of which are hereby acknowledged, the Prior Chargee does hereby grant to the Subsequent Chargee priority over the Prior Charges and the Prior Chargee hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Subsequent Chargee shall rank ahead of the Prior Charges as though the Subsequent Charge had been executed, delivered and registered in time prior to the registration the Prior Charges.

As evidence of agreement to be bound by the terms of this instrument, the Prior Chargee hereto has executed the Land Title Act Form D which is attached hereto and forms part of this Agreement.

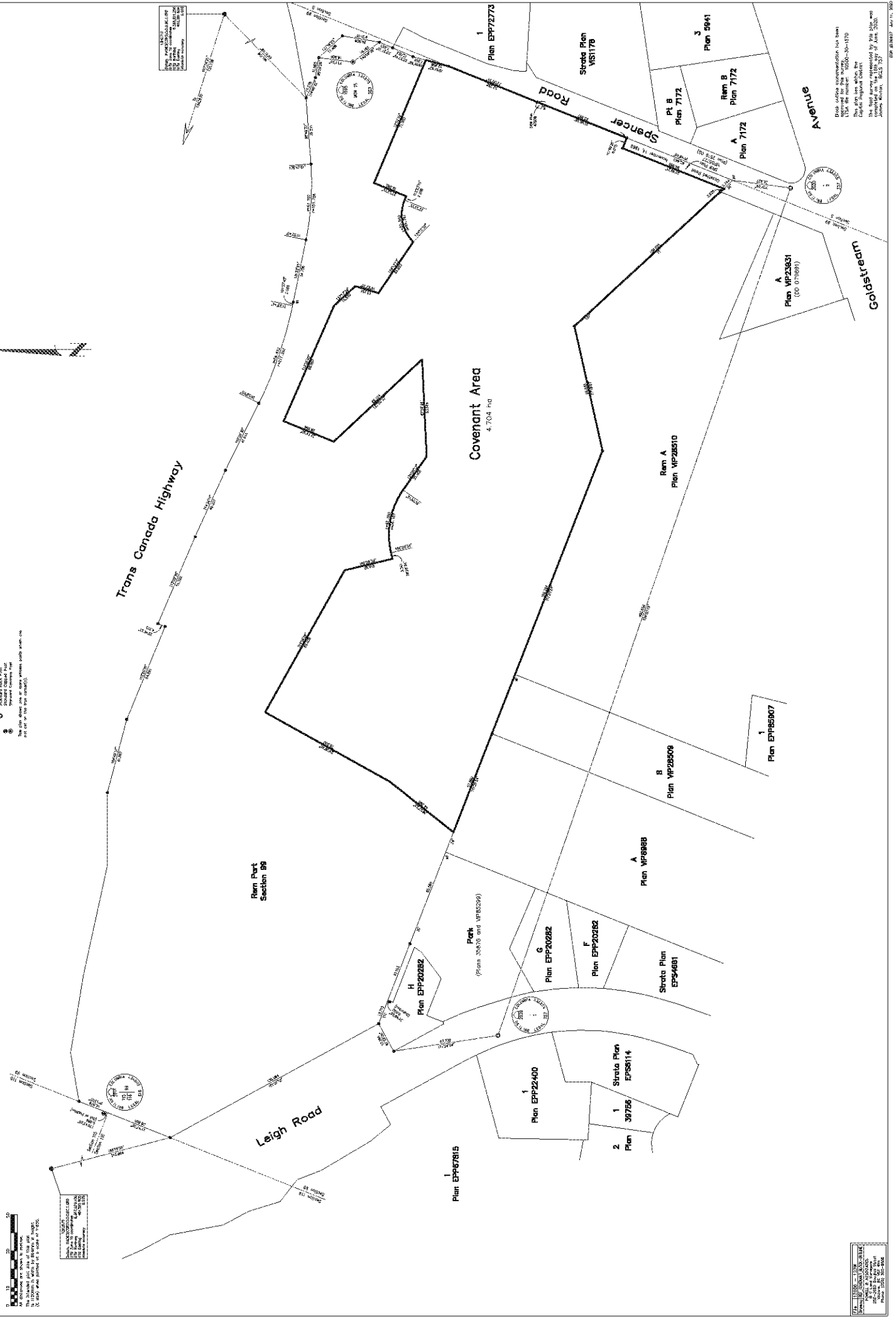
SCHEDULE "A" – REFERENCE PLAN EPP103791

PLAN EPP103791

Reference Plan of part of
 That Part of Section 99, Esquimalt District, Bounded as Follows:
 On the North by the South Boundary of Plan 990RW;
 On the East by the Easterly Boundary of the Said Section;
 On the South by the Northerly Boundaries of Plan 6546 and 8988; and
 On the West by the Westerly Boundary of Said Section
 Except that part in Plan VIP62431 and VIP84622.

BCOS 226,043
 Pursuant to Section 98(1)(e) of the Land Title Act,
 For Covenant Purposes

LEGEND
 Shaded Area: Part of the land to be covenanted
 Dashed Line: Boundary of the land to be covenanted
 Solid Line: Boundary of the land to be covenanted
 Dotted Line: Boundary of the land to be covenanted
 Circle with 'X': Boundary of the land to be covenanted
 Circle with 'O': Boundary of the land to be covenanted
 Circle with 'I': Boundary of the land to be covenanted
 Circle with 'A': Boundary of the land to be covenanted
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 Circle with 'U': Boundary of the land to be covenanted
 Circle with 'V': Boundary of the land to be covenanted
 Circle with 'W': Boundary of the land to be covenanted
 Circle with 'X': Boundary of the land to be covenanted
 Circle with 'Y': Boundary of the land to be covenanted
 Circle with 'Z': Boundary of the land to be covenanted



SCHEDULE "B" – MANUFACTURED HOME PARK REDEVELOPMENT POLICY



City of Langford

www.cityoflangford.ca

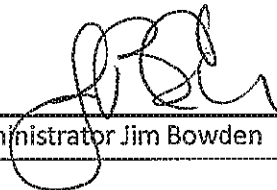
Policy Name: Manufactured Home Park Redevelopment Policy <input type="checkbox"/> New <input checked="" type="checkbox"/> Amendment	DEPARTMENT: Planning Governance/Corporate Policy and Planning POLICY NO: POL-0070-PLAN
<p>Amendment No. 1, February 2nd, 2015</p> <p>1. (a) That Council recognizes manufactured and modular home parks as an important source and supply of affordable housing in the City of Langford;</p> <p>(b) That the applicant of any manufactured home park site undergoing redevelopment applications will arrange and pay for the disposal of manufactured homes that cannot legally be relocated;</p> <p>(c) That the applicant of any manufactured home park site undergoing redevelopment applications will advise all tenants on options for relocating in the local and regional context in regards to market housing, non-market housing, and other manufactured home park opportunities;</p> <p>(d) That approval of any application for the redevelopment of any manufactured home park site be subject to an comprehensive plan for compensation, to the satisfaction of Council, in addition to the mandatory payment under the <i>Manufactured Home Park Tenancy Act</i>, wherein payment of a value equivalent to the value of the manufactured home equivalent to the value stated on the Assessment Roll prepared by the BC Assessment Authority, at the time of application for rezoning or redevelopment is provided to tenants whose manufactured homes cannot be relocated, or where a site for relocation cannot be found;</p> <p>(e) That Council will waive the requirements of the Affordable Housing Policy with respect to the provision of affordable housing units where more than 15% of the number of manufactured homes in a manufactured home park site at the time of rezoning are retained as housing units and protected by a Section 219 covenant guaranteeing their ongoing use as affordable housing unless replaced by affordable housing units to the satisfaction of the City;</p> <p>(f) Applicant formulate, communicate and begin implementing components of the program as soon as possible after plans for the redevelopment are submitted and a copy of the relocation assistance plan is submitted to staff prior to public hearing.</p> <p>(g) The owner must advise all tenants affected by any proposed mobile home park redevelopment that an application for a mobile home site redevelopment has been made within 48 hours of the application to the City. A copy of this notice must be given to the City;</p> <p>(h) The owners of any mobile home park site proposing to redevelop to another residential zone provide recent tenants with a first refusal to purchase one of the new residential dwellings;</p> <p>(i) The applicant of any mobile home park site undergoing redevelopment applications provide all tenants of the park with a letter of at least 25 calendar days prior to the matter being presented to Council for their consideration. The letter shall advise tenants of their right to address Committee and Council during the process.</p> <p style="text-align: right;">.../2</p>	

- (j) Establish a reserve fund as a support for owners of modular/manufactured in the event of the redevelopment of a modular/manufactured home park to a different use, and that Council allocate an amount equal to 10% of the municipal portion of the property taxes paid by manufactured homes in manufactured home parks to that fund, and that these monies be made available to homeowners through their non-profit manufactured home park associations by way of a municipal grant application.

Amends: POL-0070-PLAN, October 15, 2007

Adopted by Council
Meeting Date: February 2nd, 2015

CERTIFIED CORRECT



Administrator Jim Bowden

Date: