

REQUEST FOR PROPOSALS

EXCITING DEVELOPMENT OPPORTUNITY AT THE GATEWAY TO BC'S BEST COMMUNITY

SALE OF CERTAIN LANDS LOCATED AT 1365 GOLDSTREAM AVE AND 2885 WEST SHORE PARKWAY

DATE OF ISSUE: May 26th, 2021

Proposals to be submitted via email to:

administration@langford.ca

Proposals must be submitted before 12:00 p.m. Pacific Standard Time, Friday, June 18, 2021

Located at the corner of the Trans Canada Highway and West Shore Parkway, this is a prime location offering an opportunity to showcase both the purchaser and the City. This 4.6 acre parcel offers tremendous potential to be a flagship creation providing exposure to everyone travelling to and from both north and south.

The City of Langford is accepting proposals for the purchase and development of the City owned properties legally described as:

- Part of 1365 Goldstream Avenue, legally described as PID No. 004-052-544, Lot 2, Section 1, Goldstream District, Plan 12263, Except Part in Plan EPP60296 **AND**;
- Part of 2885 West Shore Parkway, legally described as of PID No. 024-550-451, Lot 1, Section 1, Goldstream Avenue, Plan VIP69106

And shown in bold outline on the Schedule A attached as proposed Lot A.

These properties have been deemed surplus land in the City's land holdings. As such, Council has authorized staff to offer the properties for sale. The Official Community Plan designates these lands as "Mixed Use Employment Centre" and they are currently zoned Amenity (AM).

All offers of purchase should include a proposal for land use and will be subject to a rezoning. Further, the City reserves the right to register a Section 219 Covenant (draft attached) on the properties requiring the purchaser to construct a new trail to municipal standards on the adjacent city lands and other amenity requirements as required by Council.

Note that the City intends to demolish the existing dwelling on the properties prior to completion.

Also note that this property is being listed on the MLS listing service with a price of \$7,900,000.00. If a realtor is used by the buyer, a 1% commission will apply. Proposals must be received in the Offer to Purchase form attached to this RFP as Schedule B via email to administration@langford.ca before 12:00 p.m. Pacific Standard Time, on Friday, June 18th, 2021.

Proposals received after the stipulated closing time and date or otherwise not in conformity with the instructions of this RFP may not be considered by the City, in the City's sole discretion.

The email containing the proposed Offer to Purchase should be clearly titled: "RFP – 1365 Goldstream Avenue and 2885 West Shore Parkway".

Proponents are responsible for informing themselves as to the contents of this RFP. Proponents are responsible for ensuring that they have obtained and considered all information necessary to understand the requirements of the RFP process and submission of their proposals.

The City makes no representations or warranties as to the completeness or accuracy of any reference material provided to proponents through the RFP process and will not be responsible for any loss, damage, or expense incurred by proponents as a result of any inaccuracy or incompleteness in the RFP, or as a result of the proponent's misunderstanding or misinterpretation of the terms and conditions of this RFP. It is the responsibility of each proponent to make an independent assessment of the accuracy and completeness of any and all information provided as part of this RFP process.

It is each proponent's responsibility to ensure that it seeks clarification on any matter relating to this RFP. Requests for clarification may be made in writing by email to landdev@langford.ca.

The City will record enquiries and will post replies given on the City's website at www.langford.ca along with any additional information and additions to this Request for Proposals. A preliminary geotechnical site assessment and a riparian area assessment report have been completed on these properties and will be posted with the RFP on the City's website.

The City accepts no responsibility for any information provided by its employees or agents that is not provided in writing. The City cautions proponents that information obtained from any other source is not official and may be inaccurate.

The City reserves the right to reject any or all proposals, or to select any proposal received in response to this RFP. Should the City receive multiple proposals for the property, the City will consider which proposal is in the City's best interest and best achieves the City's long-term planning goals. The City will not necessarily select the proposal with the highest proposed price.

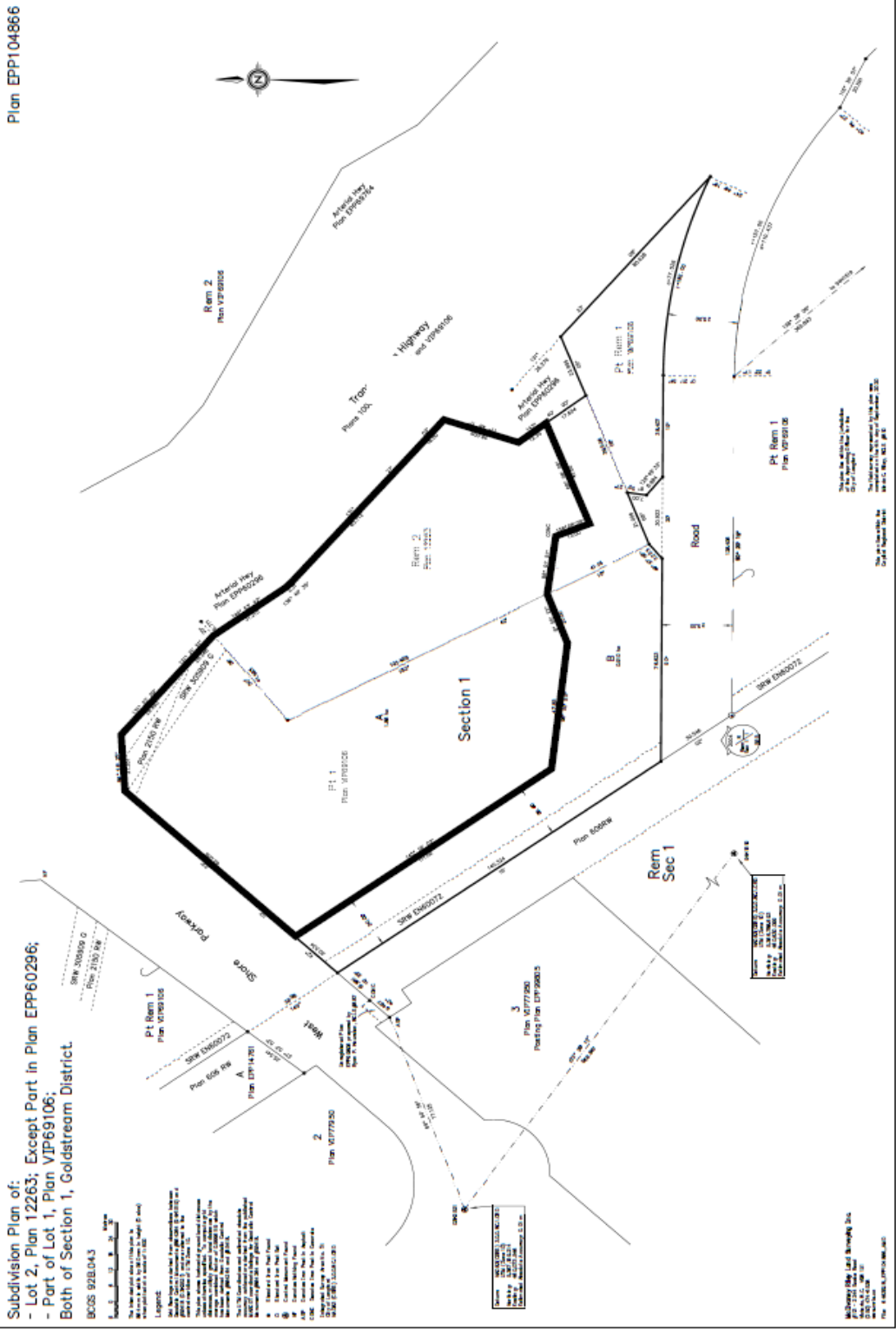
This is a request for proposals only and not a call for tenders. By requesting proposals, the City does not intend to enter into, and shall not be considered to have entered into, contractual relations with a proponent upon the submission of a proposal in response to this RFP. No "Contract A" shall be formed between the City and any proponent upon the submission of a proposal. Without limiting the foregoing, the City shall have no contractual relationship with any proponent unless and until the City executes the offer to purchase & purchase and sale agreement executed by a proponent.

The City is subject to the *Freedom of Information and Protection of Privacy Act*. That Act creates a right of access to records in the custody or under the control of the City, subject to the specific exceptions to that right set out in the Act. The City will receive all proposals submitted in response to this RFP in confidence, including for the purposes of section 21 of that Act. However, because of the right of access to information created by that Act, the City does not guarantee that information contained in any proposals will remain confidential if a request for access in respect of any proposal is made under the Act. Unsuccessful proponents can request their offers be confidentially returned.

Sincerely,

Braden Hutchins,
Director of Corporate Services

Schedule A: Subject Property



Schedule B

OFFER TO PURCHASE & PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated for reference _____, 2021 is

BETWEEN:

(the "Buyer")

AND:

CITY OF LANGFORD

2nd Floor, 877 Goldstream Avenue
Langford, B.C. V9B 2X8

(the "Seller")

KEY TERMS:

PROPERTY - CIVIC ADDRESSES:

Part of 1365 Goldstream Avenue and 2885 West Shore Parkway

PROPERTY - LEGAL DESCRIPTIONS:

- Part of PID No. 004-052-544, Lot 2, Section 1, Goldstream District, Plan 12263, Except Part in Plan EPP60296
- Part of PID No. 024-550-451, Lot 1, Section 1, Goldstream Avenue, Plan VIP69106

As Shown outlined in heavy bold and marked as proposed Lot A on plan EPP104866, prepared by McIlvaney Riley Land Surveying Inc. (the "**Lands**")

PURCHASE PRICE (excluding GST): \$ _____

DEPOSIT: \$ _____

PROPOSED LAND USE: _____

THE BUYER HEREBY OFFERS to enter into a purchase and sale agreement to purchase the estate in fee simple in the Lands from the Seller on the following terms and conditions:

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 the solicitors or notary public designated by the Buyer to represent the Seller in connection with the transaction under this Agreement.
- (c) “Conditions Precedent” means the conditions precedent set out in Article 5 of this Agreement.
- (d) “Completion Date” means the date that is 14 days after the day that all of the Conditions Precedent have been satisfied or, where permitted, waived, unless that date is not a Business Day, in which case the Completion Date will be the next following Business Day.
- (e) “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.
- (f) “Deposit” means the deposit in the amount specified on the first page of this Agreement.
- (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) “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.
- (i) “GST Certificate” means a declaration confirming that the Buyer is registered for GST purposes and will account for any GST payable with respect to the purchase of the Lands.
- (j) “Lands” means the lands identified on the first page of this Agreement, and all improvements thereon and thereto.
- (k) “LTO” means the applicable Land Title Office.
- (l) “Permitted Encumbrances” means the existing charges registered in the LTO against title to the Lands and any charges and encumbrances to be registered pursuant to this Agreement.

- (m) "Purchase Price" means the purchase price (excluding GST) for the Lands in the amount set out on the first page of this Agreement.
- (n) "Section 219 Covenant" means the Section 219 Covenant attached hereto as Schedule "D"
- (o) "Seller's Solicitors" means Young, Anderson.
- (p) "Transfer" means a Form A Transfer or Transfers under the *Land Title Act* (British Columbia) in registrable 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 Seller, and the Seller will sell to the Buyer, the Lands, free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances, for the Purchase Price, on the terms and conditions of this Agreement.
- 2.2 Subdivision** – Prior to closing, the Seller will deposit with the Victoria Land Title Office a Subdivision Plan which will *inter alia* consolidate the Lands into a single parcel.
- 2.3 Section 219 Covenant** – The Seller reserves the right to, prior to closing, register on title to the Lands a Section 219 Covenant substantially on the terms attached.
- 2.4 Payment of Purchase Price** – The Buyer will pay the Purchase Price as follows:
 - (a) by payment of the Deposit to the Buyer's Solicitors, in trust, within 5 Business Days following the date of execution of this Agreement by the Seller, to be held by the Buyer's Solicitors in a trust account with a bank, credit union or other similar financial institution, with the Seller and the Buyer agreeing that:
 - (i) upon completion, the Deposit will be credited on account of the Purchase Price;
 - (ii) the Deposit will be retained by the Seller if the Buyer defaults in its obligation to purchase the Lands under this Agreement and that default is not waived in writing by the Seller;
 - (iii) the Deposit will be repaid to the Buyer if the Seller is in default of its obligation to sell the Lands under this Agreement and that default is not waived in writing by the Buyer; and
 - (iv) the Deposit will be repaid to the Buyer if any of the Conditions Precedent is not satisfied or, where permitted, waived within the time provided for under this Agreement for such satisfaction or waiver;
 - and
 - (b) by payment to the Seller 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 Seller 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 Adjustments – All adjustments to the Purchase Price in respect of the Lands, both incoming and outgoing, usually the subject of adjustments between a seller and a buyer in connection with the purchase and sale of land, including adjustments of property taxes, utilities and rents property taxes will be made up to and including the Completion Date.

3.3 Closing Documents –

- (a) No later than 10 days before the Completion Date, the Buyer will cause the Buyer's Solicitors to deliver to the Seller's Solicitors, properly executed by the Buyer and in registerable form where applicable:
 - (i) the Transfer, to be approved and executed by the Seller;
 - (ii) a Seller's Statement of Adjustments, to be approved and executed by the Seller;
 - (iii) the GST Certificate; and
 - (iv) such other documents and assurances as may be reasonably required by the Seller to give full effect to the intent and meaning of this Agreement.
- (b) On or before the Completion Date, the Seller will execute and deliver to the Buyer's Solicitors the Transfer and the approved Seller's Statement of Adjustments.

3.4 Completion – On the Completion Date:

- (a) the Buyer shall cause the Buyer's Solicitors to apply to the LTO to register the Transfer;
- (b) forthwith after applying to register the Transfer, the Buyer shall cause the Buyer's Solicitors to perform a LTO search of title to the Lands and upon receipt of a title search showing the Transfer as a pending application and showing no liens, charges or encumbrances, registered or pending registration against title to the Lands other than the Permitted Encumbrances, the Buyer shall cause the Buyer's Solicitors to pay the balance of the adjusted Purchase Price to the Seller's Solicitors, in trust, by WIRE TRANSFER;
- (c) In connection with the purchase and sale of the Lands, the Buyer and the Seller shall execute and deliver such other documents, instruments and assurances as may be required by the Buyer to affect the transaction contemplated by this Agreement.

The requirements of this section are concurrent requirements and this transaction will not be considered complete until everything required to be done by this section is done.

- 3.5 Buyer Financing** – Notwithstanding section 3.4, 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 to the Seller 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 Seller 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 Seller’s Solicitors an undertaking from the Buyer’s Solicitors to pay the Purchase Price to the Seller’s Solicitors, in trust, upon the lodging of the Transfer and the 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.
- 3.6 GST (If Buyer Not Registered)** – If, on the Completion Date, the Buyer is not registered under the *Excise Tax Act* (Canada) for GST, on the Completion Date the Buyer will pay to the Seller any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Lands.
- 3.7 Risk** – The Lands are at the Seller’s risk until application is made to register the Transfer in the LTO on the Completion Date and at the Buyer’s risk thereafter.

ARTICLE 4 - BUYER REPRESENTATIONS, WARRANTIES and COVENANTS

- 4.1 Buyer’s Representations and Warranties** – The Buyer hereby represents and warrants to the Seller that the following are true, and shall 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) if a corporation, 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;
 - (c) if the Buyer is registered for GST purposes, the Buyer’s GST registration number is _____; and
 - (d) the Buyer has the power and capacity to enter into and carry out the transactions provided for in this Agreement.

The representations and warranties contained in this section shall survive the Completion Date and shall continue in full force and effect for the benefit of the Seller after the Completion Date.

4.2 Acknowledgements and Agreements of the Buyer – The Buyer acknowledges and agrees that:

- (a) the Seller sells and the Buyer purchases the Lands on an “as is” basis and condition;
- (b) the Seller 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 Environmental Laws;
 - (iii) the suitability of the Lands for any particular use or development; and
 - (iv) access to or from the Lands;
- (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 Seller 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 Seller 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 Seller or any of its elected and appointed officials, employees, contractors or agents;
- (e) effective from and after the Completion Date:
 - (i) the Buyer assumes and is solely responsible for, and releases the Seller (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; and
 - (ii) the Buyer will indemnify and save harmless the Seller (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 Seller, or its elected or appointed officials, employees, contractors or agents, may suffer, incur, be subject to or liable for, whether brought against any one or more of them by the Buyer or any other person, or any government authority or agency, 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 Seller 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 Seller 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 Lands to the Buyer.

4.3 Site Profile – The Buyer hereby waives delivery by the Seller of a site profile (as defined in the *Environmental Management Act* (British Columbia)) with respect to the Lands.

ARTICLE 5 - CONDITIONS PRECEDENT

5.1 Buyer's Condition Precedent – The Buyer's obligation to complete the transaction contemplated by this Agreement is subject to the satisfaction of the following condition precedent which is for sole the benefit of the Buyer and may be waived by the Buyer at its sole discretion:

(a) _____

(b) _____

In consideration of \$10.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Seller, the Seller agrees not to revoke its acceptance of this Agreement while it remains subject to the condition precedent under this section. If this condition precedent is not fulfilled or waived within the time provided herein,

this Agreement will automatically terminate and the parties will have no further obligations to each other under this Agreement or the transaction contemplated herein.

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;
 - (c) its own legal fees and disbursements;
 - (d) all real estate agency or brokerage fees or commissions incurred by it; and
 - (e) any GST payable under the Excise Tax Act (Canada) in respect of the sale of the Lands to the Buyer, with the Buyer and the Seller 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 Access** – The Buyer, its agents and employees, will have a licence, exercisable on 24 hours prior written notice to the Seller, to enter upon the Lands 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. The Buyer agrees to:
- (a) release and indemnify, and hold harmless, the Seller from and against any and all actions, causes of actions, liability, demands, losses, costs and expenses (including legal fees and disbursements) which the Seller 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; and
 - (b) 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.
- 6.4 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.
- 6.5 Notice** – Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a "Notice" under this section) 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 to such other address number of which notice has been given as provided in this section. Any Notice that is delivered is to be considered given on the day it is delivered, except that if that day is not a Business day, the Notice is to be considered given on the next Business day after it is sent.
- 6.6 Buyer's Solicitors** – If the Seller accepts the Buyer's offer as set out in this Agreement, the Buyer will promptly thereafter notify the Seller of its solicitor or notary public for the purposes of the transaction contemplated under this Agreement.

6.7 No Effect on Powers – This Agreement does not, and nothing herein will:

- (a) affect or limit the discretion, rights, duties or powers of the Seller or the approving officer for the Seller under the common law or any statute, bylaw or other enactment;
- (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
- (c) relieve the Buyer from complying with any common law or any statute, regulation, bylaw or other enactment.
- (d) Without limiting the foregoing, the Buyer acknowledges and agrees that where fulfillment of a condition precedent under this Agreement requires that the Seller's municipal council adopt bylaws or pass resolutions, the adoption of such bylaws and passage of such resolutions is within the absolute and unfettered discretion of the council and the provisions of this Agreement will not in anyway obligate the council to adopt such bylaws or pass such resolutions or affect councils' discretion with respect thereto.

6.8 Time of Essence – Time is of essence of 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 includes any regulations, orders or directives made under the authority of that enactment;
- (f) 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;
- (g) 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
- (h) 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.

- 6.12 Assignment** – The Buyer may not assign all or any part of this Agreement, or the benefit hereof, without the prior written consent of the Seller, which may be withheld arbitrarily and without reason.
- 6.13 Benefit** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
- 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.
- 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 by the parties in one or more counterparts and transmitted by facsimile or electronic means and, if so executed and transmitted, then this Agreement will be for all purposes as effective as if the parties had delivered one single executed original Agreement.
- 6.18 Offer** – This Agreement is an offer by the Buyer to the Seller to enter into a contract of purchase and sale on the terms and conditions contained in this Agreement. Unless revoked in writing by the Buyer, this offer is open for acceptance by the Seller by the execution of this Agreement by the Seller and delivery to the Buyer no later than 4:00 p.m. on June 23rd, 2021, and if not so accepted, this offer is null and void. Upon acceptance of this offer by the Seller as provided in this section, but not before, this Agreement will become a binding agreement for the purchase and sale of the Lands on the terms and conditions of this Agreement. As evidence of its offer to purchase the Lands on the terms and conditions contained in this Agreement, and as evidence of its agreement to be bound by those terms and conditions if the Seller accepts the Buyer’s offer, the Buyer has executed this Agreement below on the date set out below:

If Buyer an individual:

Signed, Sealed and Delivered in the presence)
of:)
_____)
Name)
_____)
Address) _____)
_____)
Occupation)
_____)
Date: _____)
_____)

If Buyer a corporation:

by its authorized signatories:

Name

Date

In consideration of the promises of the Buyer contained in this Agreement, **THE SELLER HEREBY ACCEPTS** the Buyer's offer and agrees to be bound by the terms and conditions of this Agreement as a binding agreement

for the purchase and sale of the Lands on the terms and conditions of this Agreement, and as evidence of such acceptance and agreement, the Seller has executed this Agreement below on the date set out below.

CITY OF LANGFORD

by its authorized signatories:

Mayor

Chief Administrative Officer

Date

SCHEDULE C

TERMS OF INSTRUMENT – PART 2

RESTRICTIVE COVENANT

THIS AGREEMENT dated for reference June 23, 2021 is

BETWEEN:

CITY OF LANGFORD

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

(the “City”)

AND:

CITY OF LANGFORD

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

(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. The City intends that the building on the Lands will be in conformance with the requirements set out 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 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 \$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. The Lands shall not be built upon or used for any purpose except in strict accordance with the terms of this Agreement.
- 2. Prior to applying for a building permit for any building or structure to be constructed upon the Lands the Owner shall:
 - (a) pay all development cost charges, sewer capital recovery fees, sewer connection fees, and any amenity contributions required by the City;

- (b) obtain a form and character development permit and an environmental hazard development permit; and
 - (c) provide to the City a construction parking management plan and a truck traffic route plan;
 - (d) dedicate to the City all highway dedications required by the City; and
 - (e) construct and install, at its cost, all stormwater management and other infrastructure required by the City in respect of development of the Lands, including frontage improvements.
- 3. Prior to applying for an occupancy permit for any building or structure constructed on the Lands, the Owner shall relocate the pedestrian trail that transects the Lands by, as determined by the City in its sole discretion:
 - (a) constructing a new gravel pedestrian trail to Bylaw 1000 standards adjacent to the streamside protection and enhancement area; and
 - (b) Installing natural screening between the property boundary of the Lands and the pedestrian trail to the satisfaction of the City's Parks Manager.
- 4. Any buildings to be constructed on the Lands shall only be developed in a manner that provides for "right in" and "right out" access between the Lands and Westshore Parkway.
- 5. Secondary access for emergency vehicles only may be permitted from Goldstream Avenue.
- 6. The Owner agrees that the City may withhold any permits otherwise issuable to the Owner under the City's bylaws unless and until the Owner is in strict compliance with the terms of this Agreement.
- 7. This Agreement shall restrict the use and development of the Lands in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the City.
- 8. This Agreement does not:
 - (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including the City's ability to require the provision of additional works and services as a condition of the subdivision and development of the Lands;
 - (b) affect or limit any enactment applying to the Lands; or
 - (c) relieve the Owner from complying with any enactment applying to the Lands.
- 9. 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 headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (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, unless otherwise expressly provided;
 - (f) the provisions of section 25 of the Interpretation Act with respect to the calculation of time apply;
 - (g) time is of the essence;
 - (h) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers;
 - (i) reference to a "day", "month", or "year" is a reference to a calendar day, calendar month, calendar or calendar year, as the case may be, unless otherwise expressly provided; and
 - (j) 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".
10. The City through its officers and employees may inspect the Lands for the purpose of ascertaining the Owner's compliance with this Agreement.
 11. This Agreement may be altered or amended only by an agreement in writing signed by the parties.
 12. 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.
 13. 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.
 14. 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 (including 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 granting or existence of this Agreement, the restrictions or obligations contained in this Agreement, or the performance or non-performance by the Owner of this Agreement.

15. 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.
16. 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.
17. The parties shall do and cause to be done all things and execute and cause to be done all documents which may be necessary to give proper effect to the intention of this Agreement.
18. 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.
19. 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.
20. 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 in this Agreement.
21. This Agreement binds the parties to it and their respective corporate successors, heirs, executors, administrators and personal representatives.
22. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
23. 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.