



# City of Langford

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## Staff Report to Council

**Date:** February 6, 2017

**Department:** Administration

**Subject:** Tax Agreement re Boundary Extension

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### Background

Staff have been working with Metchosin and Beecher Bay Nation on an agreement that would have lands from Metchosin incorporated into Langford. The required elector assent has now been obtained from both Langford and Metchosin. One of the next steps in the process is to sign off on a tax sharing agreement for the lands being incorporated into the City of Langford from Metchosin. Staff and our City solicitor have been working with Beecher Bay and Metchosin to develop an agreement that all are comfortable with.

The attached agreements have been reviewed by the staff and solicitors of all three participants and are now being forwarded for approval. The tax agreement provides for tax sharing of the Municipal portion of taxes with Langford receiving 59 2/3 percent of the taxes, Beecher Bay 33 1/3 percent and Metchosin receiving 7 percent for the proposed Industrial Park lands and a 60% Langford and 40% Metchosin split for the Ridley land being incorporated into Langford.

### Options

That Council:

1. That Council approve the tax sharing agreements and direct Mayor and Clerk to sign the agreements; OR
2. That Council not sign the proposed agreements.

Respectfully Submitted,

Submitted by:	Jim Bowden, CAO
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Brent Molnar, Manager of Land Development
Concurrence:	Steve Ternent, Director of Finance

:JB

Attachment (2 Agreements - Reconciliation and Boundary Adjustment)

## RECONCILIATION AGREEMENT

This Agreement dated for reference the \_\_ day of February, 2017 is among:

**Beecher Bay First Nation**

4901-B East Sooke Rd.  
Sooke, B.C. V9Z 1B6

("Beecher Bay")

**District of Metchosin**

4550 Happy Valley Road  
Victoria, B.C. V9C 3Z3

("Metchosin")

**City of Langford**

2<sup>nd</sup> Floor, 877 Goldstream Avenue  
Victoria, B.C. V9B 2X8

("Langford")

**WHEREAS:**

- A. Beecher Bay is involved in treaty negotiations with Canada and British Columbia to secure, *inter alia*, economic development opportunities for its members, which negotiations may result in a Final Agreement among the parties to the negotiations;
- B. British Columbia has offered certain lands of the Province, defined in this Agreement as the Treaty Parcels, to Beecher Bay as treaty settlement lands;
- C. Beecher Bay would have ownership of and jurisdiction over the Treaty Parcels if they become treaty settlement lands;
- D. The Treaty Parcels have significant open space and environmental values with which economic development would be inconsistent;
- E. Beecher Bay is willing to substitute for ownership of and jurisdiction over the Treaty Parcels, an ownership share in a portion of certain lands having potential for commercial or industrial development, defined in this Agreement as the Development Lands, plus compensation for foregone property tax revenue from the Treaty Parcels;
- F. Beecher Bay intends to or has secured or made private arrangement to secure an ownership interest in a portion of the Development Lands;

- G. Metchosin and Langford have agreed to boundary adjustments that would include the Development Lands and other lands in Langford’s boundaries, to achieve the purposes of this Agreement;
- H. A municipal boundary adjustment requires, under the *Local Government Act*, the issuance by British Columbia of letters patent for Metchosin and Langford;
- I. The parties have agreed that availability of economic opportunities to members of Beecher Bay and the conservation in perpetuity of undeveloped lands to which Beecher Bay has claims of aboriginal rights or title, would encourage reconciliation between the members of Beecher Bay and the citizens of Metchosin and Langford;

**NOW THEREFORE IN CONSIDERATION OF** Beecher Bay foregoing the ownership of and jurisdiction over the Treaty Parcels, Metchosin foregoing jurisdiction over the Development Lands and consenting to the extension of Langford’s boundaries to include the Development Lands, and the covenants among the parties set out in the Agreement, the parties agree as follows:

**INTERPRETATION**

- 1. In this Agreement,

“Development Lands” means Lot 10 Block 3 Sections 89, 97, 98, 99, 100, 100A, 101 and 101A Metchosin District Plan 1817 and such portions of the following parcels as are shaded purple on Schedule A:

- (a) Lot 6 Section 94 Metchosin District Plan VIP54839
- (b) Lot 7 Section 93 Metchosin District Plan VIP54839
- (c) Lot 8 Sections 86 and 97 Metchosin District Plan VIP54839

“Final Agreement” means a final agreement between Beecher Bay, Canada and British Columbia in the BC Treaty Process as described in the Te’ mexw Treaty Association Agreement-in Principle dated April 9, 2015.

“Treaty Parcels” means Sections 25, 28 and 95 Metchosin Land District.

**CONDITIONS PRECEDENT**

- 2. The obligations of the parties under this Agreement will not arise until all of the following have occurred:
  - (a) British Columbia has issued letters patent extending the boundaries of Langford and reducing the boundaries of Metchosin as illustrated in Schedule A to this Agreement;

- (b) the Capital Regional District has amended or replaced its regional growth strategy such that the Development Lands are within the boundary of the Regional Urban Containment and Servicing Policy Area;
  - (c) lots 6, 7 and 8 Plan VIP54839 described in the definition of “Development Lands” are subdivided so as to create as a separate parcel or separate parcels the portions of the parcels that are shown on Schedule A as comprising portions of the Development Lands; and
  - (d) Beecher Bay has provided confirmation to British Columbia and the other parties to this Agreement that it has executed a co-development or similar agreement to secure an ownership interest in the Development Lands.
3. If any of the conditions mentioned in the preceding section has not been fulfilled by December 31, 2018, this Agreement shall terminate and none of the parties shall have any obligations to any other party despite any of the conditions having been fulfilled prior to that date.

#### **TREATY PARCELS**

- 4. Beecher Bay will support the transfer of the Treaty Parcels to Metchosin and, if British Columbia agrees, will consent to the Treaty Parcels being transferred to Metchosin, subject to the Treaty Parcels being charged by a covenant in favour of British Columbia or an entity described in s. 219(3)(c) of the *Land Title Act*, substantially in the form of Schedule B.
- 5. Beecher Bay will seek in any Final Agreement the registration of a covenant substantially in the form of Schedule B or having the same effect as Schedule B, as an interest in the Treaty Parcels that continues to charge the Treaty Parcels after the effective date of the Final Agreement.
- 6. If the Treaty Parcels or any of them are transferred to Beecher Bay whether pursuant to a Final Agreement or otherwise, Beecher Bay will transfer the Treaty Parcel to Metchosin for nominal consideration, unencumbered by any charges other than the charge described in the preceding paragraphs, within 4 weeks of taking any transfer of that Treaty Parcel from British Columbia. The cost of preparing and registering the transfer documents shall be for Metchosin’s account.
- 7. Metchosin will cause its municipal council to consider, in respect of each of the Treaty Parcels following their transfer to Metchosin, the enactment of a bylaw under s. 30 of the *Community Charter*, reserving or dedicating that Treaty Parcel for park purposes, whether or not the Treaty Parcel is the subject of a covenant as contemplated by Schedule B.

8. Metchosin agrees to the designation of the lands shaded yellow on Schedule C as treaty settlement lands in a Final Agreement, and to the acquisition of those lands by Beecher Bay as treaty settlement lands, subject to:
  - (a) Canada and British Columbia offering those lands to Beecher Bay as treaty settlement lands in treaty negotiations;
  - (b) any of those lands that are owned in fee simple by other parties being acquired by Canada, British Columbia or Beecher Bay on a willing seller – willing buyer basis, for the purpose of designation as treaty settlement lands; and
  - (c) Beecher Bay and Metchosin having engaged in good faith discussions to determine if any part of those lands that is held by Canada can be acquired by Metchosin, with the agreement of Beecher Bay, for the purpose of being dedicated as park land.

#### **PAYMENTS TO METCHOSIN AND BEECHER BAY**

9. Langford will, beginning in the first full calendar year in which the Development Lands are within its property tax jurisdiction, make payments to each of Metchosin and Beecher Bay in accordance with this Agreement (the “Payments”).
10. The Payments to Beecher Bay required by the foregoing section shall be the amount that is 33 1/3 percent of property taxes for general municipal purposes in respect of the Development Lands, and the Payments to Metchosin shall be the amount that is 7 percent of property taxes for general municipal purposes in respect of the Development Lands. In this section, “general municipal purposes” includes recreation, library and police services.
11. For certainty, the amount on which the Payments are based shall not include any school taxes, taxes imposed by other taxing authorities including the Capital Regional District, the Municipal Finance Authority and the B.C. Assessment Authority; local service taxes; or municipal fees and charges included in a property tax notice.
12. The amount on which the Payments are based shall not include any interest and penalties on unpaid taxes.
13. Langford shall be under no duty to seek to recover taxes on the Development Lands as a debt, by distress, or by any other means other than by tax sale.
14. In the event that Langford is obliged to make any refund of property taxes in respect of the Development Lands, Beecher Bay shall be liable for 33 1/3 percent of the amount of the refund and Metchosin shall be liable for 7 percent of the amount, which amounts Langford may deduct from one or more Payments under this Agreement.
15. Payments are due under this Agreement on July 2 of each year.

16. Each Payment shall be accompanied by copies of the property tax notices in respect of each parcel comprising the Development Lands.
17. Langford may, upon being requested in writing to do so by an authorized representative of Beecher Bay, make any payment due to Beecher Bay under this Agreement to Beecher Bay's nominee.
18. In the event that any parcel comprising the Development Lands is sold at tax sale, Langford is the tax sale purchaser, and the owner does not redeem the parcel during the redemption period, the Payments in respect of that parcel shall be made within 10 business days of the expiry of the redemption period.
19. In the event that Langford exempts the Development Lands or any portion of them from taxation under Division 7 of Part 7 of the *Community Charter*, it shall be liable for Payments to Beecher Bay and Metchosin under this Agreement despite the exemption. The amount of the Payments shall be based on the relevant amounts set out in Langford's annual report pursuant to s. 98(2)(b) of the *Community Charter*.
20. In the event that the Development Lands or any portion of them become exempt from property taxation by virtue of ownership by Langford, or by virtue of tax-exempt status under the *Community Charter* that the lands would not have had but for a zoning change approved by Langford's Council, Langford shall be liable for Payments to Beecher Bay and Metchosin under this Agreement despite the exemption. The amount of the Payments shall be based on the assessed value of the Development Lands from time to time as if they were zoned for light industrial uses and not exempt, and determined in accordance with the method of valuation set out in the *Assessment Act* R.S.B.C. 1996 c. 20, by a qualified person instructed by the parties and at Langford's cost.
21. In the event that the Development Lands or any portion of them become exempt from taxation for any reason not mentioned in section 19 or section 20, Langford shall not be liable for Payments to Beecher Bay or Metchosin under this Agreement in respect of any period during which the lands are exempt.

#### **ASSESSMENT APPEALS**

22. Nothing in this Agreement shall limit Langford's jurisdiction to appeal the assessment of the Development Lands to the Property Assessment Appeal Board, or to seek judicial review of a decision of the Board in respect of the Development Lands.
23. Metchosin or Beecher Bay may request Langford to consider an appeal or judicial review described in the preceding paragraph, and in doing so may propose the sharing of the

cost of such appeal or review, but nothing in this Agreement obliges Langford to accede to any such request.

## **ZONING AND SERVICING OF DEVELOPMENT LANDS**

24. Langford will cause its council to consider amendment of the zoning of the Development Lands to allow business park uses of the Development Lands and to initiate or continue such consultation and negotiation with the board of the Capital Regional District as may be required to accommodate such zoning within Langford's official community plan and regional context statement and the Capital Regional District's regional growth strategy.
25. Langford will deal with the provision of services to the Development Lands on the same basis as the provision of services to other development lands within the City, including without limitation liaising with the Capital Regional District in respect of water supply and West Shore Environmental Services Ltd. in respect of sewage collection and disposal.

## **GENERAL PROVISIONS**

26. No provisions of this Agreement will abrogate or derogate in any way from Beecher Bay's rights under Section 35(1) of the *Constitution Act, 1982* or from any rights under a Final Agreement, except that, subject to the conditions set out in section 2 of this Agreement being fulfilled, the parties acknowledge that this Agreement is a recognition of Section 35(1) rights of Beecher Bay, and part of the reconciliation between the parties to this Agreement, and Beecher Bay will not challenge or act to reverse, overturn or invalidate the transfer of the Treaty Parcels, any park use covenant relating thereto or the dedication or reservation of the Treaty Parcels for park purposes more generally.
27. Nothing in this Agreement fetters the legislative discretion of the municipal council of Langford or the municipal council of Metchosin.
28. Notices with respect to the performance of this Agreement may be delivered by any party to the corporate officers of Langford and Metchosin at the appropriate municipal hall, and to the senior administrative officer of Beecher Bay at its administrative offices.
29. This Agreement is the entire agreement among the parties with respect to its subject.
30. Each of the parties warrants to the others that it has the authority to enter into this Agreement.
31. In the event of a dispute between any two or more of the parties with respect to the interpretation or performance of this Agreement, the parties agree that the dispute shall be resolved as follows:

- (a) by the senior administrative officers of the disputing parties;
- (b) failing resolution under subsection (a) within a reasonable time, by the Mayors of the municipal parties and the Chief Councillor of Beecher Bay, or the Chief Councillor's successor in function under any Final Agreement;
- (c) failing resolution under subsection (b) within a reasonable time, by a mediator appointed jointly by the disputing parties; and
- (d) failing resolution under subsection (c) within a reasonable time, by arbitration under the *Arbitration Act*, by an arbitrator resident in the Capital Regional District.

32. This Agreement may be executed in counterparts and will take effect when each of the parties has executed and delivered at least one counterpart. This Agreement may be delivered by email transmission of an executed counterpart.

In witness whereof this Agreement has been executed by the parties as of the date first above written.

**BEECHER BAY FIRST NATION**

by its authorized signatory:

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**DISTRICT OF METCHOSIN**

by its authorized signatory:

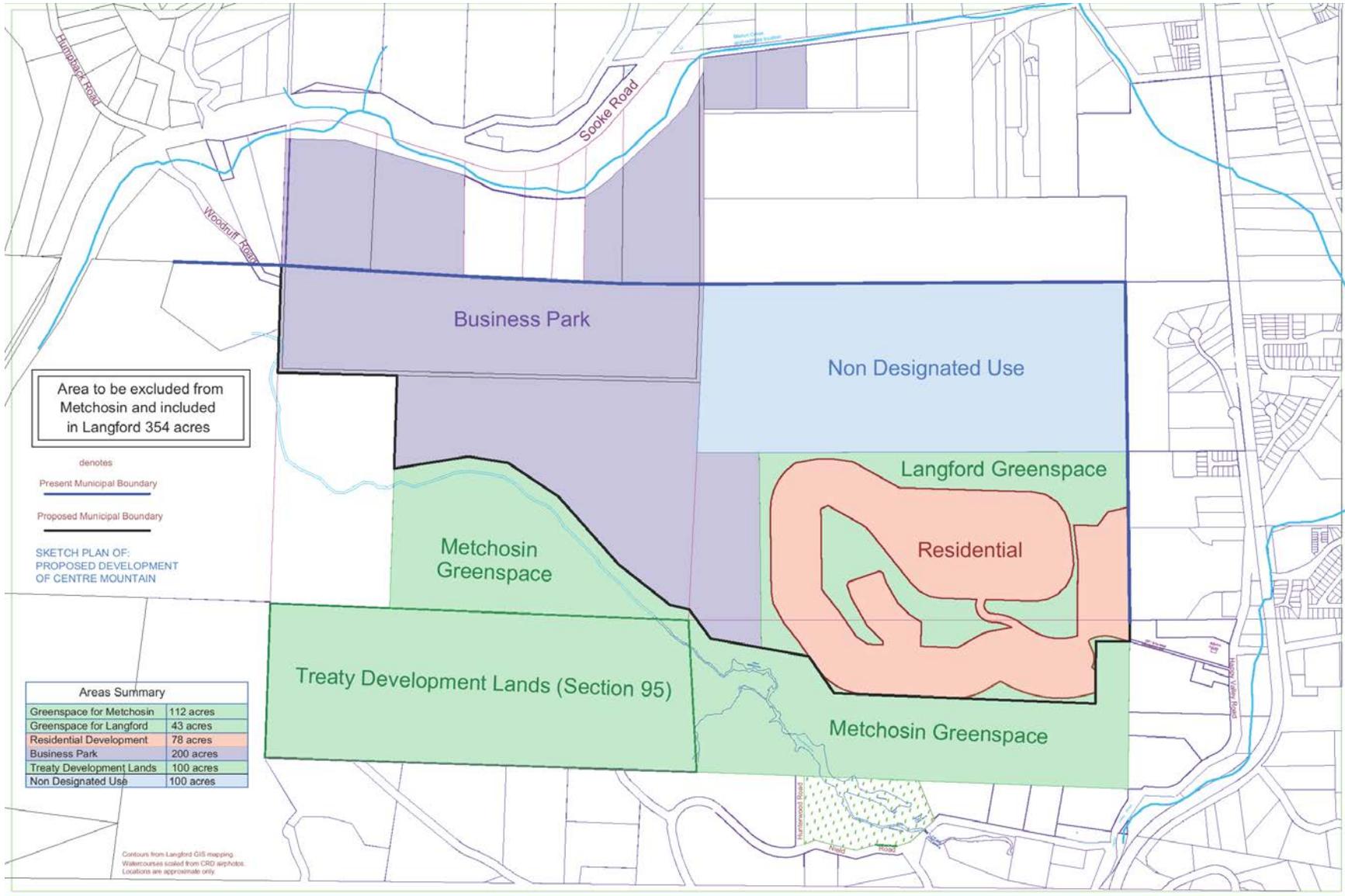
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**CITY OF LANGFORD**

by its authorized signatory:

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## Schedule A



**Schedule B**  
**PARK USE COVENANT**

THIS COVENANT dated for reference \_\_\_\_\_, 201\_ is

BETWEEN:

(the "Grantor")

AND:

(the "Grantee")

GIVEN THAT:

The Grantor is the registered owner in fee simple of those parcels of land legally described as:

Section 25 Metchosin Land District

Section 28 Metchosin Land District

Section 95 Metchosin Land District

(the "Land");

Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250 permits the registration of a covenant of a negative or positive nature in favour of the Grantee, in respect of the use or the subdivision of land;

The Grantor wishes to grant this Covenant to the Grantee to ensure that the Land will be used only for park purposes and will not be subdivided;

This Covenant is evidence that in consideration of the promises of this Covenant, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), the Grantor covenants and agrees with the Grantee, in accordance with section 219 of the *Land Title Act*, as follows:

**Park Use Only**

1. The Land must not be used for any purpose other than public park purposes.

**Prohibition of Subdivision**

2. The Land must not be subdivided in any manner, whether by subdivision plan, strata plan or otherwise.

**Inspections**

3. The Grantee and any of its officers and employees may inspect the Land for the purpose of ascertaining compliance with this Covenant.

#### **Amendment**

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

#### **Discharge**

5. The Grantor acknowledges that it is not in the public interest for this Covenant to be modified or discharged from the Land and the Grantor shall not make any application under the *Property Law Act* for modification or discharge of this Covenant.

#### **Governing Law**

6. This Covenant shall be governed by and construed in accordance with the laws of the Province of British Columbia.

#### **Attornment**

7. Each of the parties attorns to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to the interpretation and enforcement of this Covenant.

#### **No Obligations on Grantee**

8. The rights given to the Grantee by this Covenant are permissive only and nothing in this Covenant:

(a) imposes any duty of care or other legal duty of any kind on the Grantee to the Grantor or to anyone else;

(b) obliges the Grantee to enforce this Covenant, which is a policy matter within the sole discretion of the Grantee; or

(c) obliges the Grantee to perform any act, or to incur any expense for any of the purposes set out in this Covenant.

#### **Grantee's Right to Specific Relief**

9. The Grantor agrees that the Grantee is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Grantor of this Covenant.

#### **Interpretation**

10. Wherever the singular or masculine or neuter is used in this Covenant, the same shall be construed as meaning the plural, the feminine or body corporate where the context so permits or requires.

### **Covenant Runs With the Land**

11. Every obligation and covenant of the Grantor in this Covenant constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Land and this Covenant burdens the Land and runs with it and binds the successors in title to the Land. For certainty, unless expressly stated otherwise, the term "Grantor" refers to the current and each future owner of the Land. This Covenant burdens and charges all of the Land and any parcel into which the Land is consolidated.

### **Registration**

12. The Grantor agrees to do everything necessary, at the Grantor's expense, to ensure that this Covenant is registered against title to the Land 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 Covenant.

### **Waiver**

13. An alleged waiver by the Grantee of any breach of this Covenant by the Grantor 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 Grantee of a breach by the Grantor of this Covenant does not operate as a waiver of any other breach of this Covenant.

### **Statute References**

14. Any reference in this Covenant 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.

### **Headings**

15. The headings appearing in this Covenant 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 Covenant or any provision of it.

### **Severance**

16. If any part of this Covenant 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 Covenant and the rest of this Covenant remains in force unaffected by that holding or by the severance of that part.

## **Notice**

17. Any notice to be given pursuant to this Covenant must be in writing and must be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Covenant and in the case of any subsequent owner, the address will be the address shown on the title to the Land in the Land Title Office.

If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Covenant must do so by delivery as provided in this section.

Either party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

## **Entire Agreement**

18. This Covenant 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 Covenant.

## **Enurement**

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

## **Joint and Several Liability**

20. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia)) owns the Land, each of those persons will be jointly and severally liable for all of the obligations of the Grantor under this Covenant.

## **Further Acts**

21. The Grantor must do everything reasonably necessary to give effect to the intent of this Covenant, including execution of further instruments.

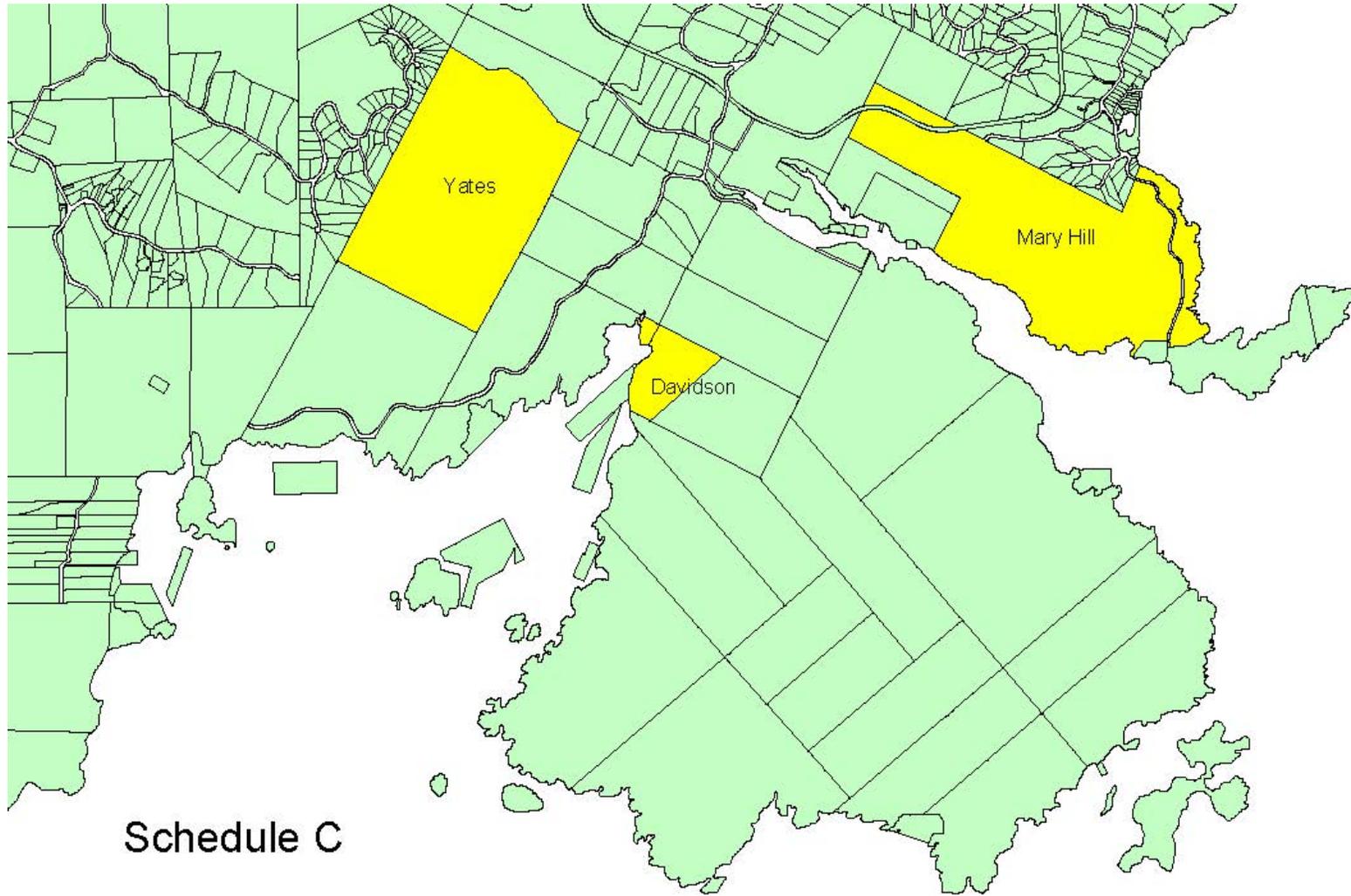
## **Deed and Contract**

22. By executing and delivering this Covenant 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 Office Form C which is attached hereto and forms part of this Covenant.

Schedule C

TREATY SETTLEMENT LANDS



## **BOUNDARY ADJUSTMENT AGREEMENT**

This Agreement dated for reference the \_\_ day of February, 2017 is between:

**District of Metchosin**

4550 Happy Valley Road  
Victoria, B.C. V9C 3Z3

("Metchosin")

**City of Langford**

2<sup>nd</sup> Floor, 877 Goldstream Avenue  
Victoria, B.C. V9B 2X8

("Langford")

**WHEREAS:**

- A. Metchosin and Langford are parties to an agreement with Beecher Bay First Nation (the "Reconciliation Agreement") in connection with which the boundary between the municipalities was adjusted by the Province of British Columbia;
- B. Under the terms of the Reconciliation Agreement, Langford will share with Metchosin and Beecher Bay First Nation property tax revenues in respect of certain lands that have been included within Langford's boundary;
- C. The boundary adjustment also included within Langford's boundary Section 92 Metchosin Land District ("Section 92") and property tax revenues in respect of Section 92 are not dealt with in the Reconciliation Agreement;
- D. Metchosin and Langford have agreed that Langford will share with Metchosin property tax revenues in respect of Section 92 on the terms set out in this Agreement;

**NOW THEREFORE IN CONSIDERATION OF** Metchosin foregoing jurisdiction over Section 92 and consenting to the extension of Langford's boundaries to include Section 92, and the covenants among the parties set out in the Agreement, the parties agree as follows:

**INTERPRETATION**

- 1. In this Agreement, "Section 92" means Section 92 Metchosin Land District and includes any parcel into which Section 92 may be subdivided. Section 92 is shaded blue on Schedule A to this Agreement and labeled "Non Designated Use".

**CONDITIONS PRECEDENT**

- 2. The obligations of the parties under this Agreement will not arise until all of the following have occurred:

- (a) the Province of British Columbia has issued letters patent extending the boundaries of Langford and reducing the boundaries of Metchosin as illustrated in Schedule A to this Agreement; and
  - (b) the Capital Regional District has amended or replaced its regional growth strategy such that Section 92 is within the boundary of the Regional Urban Containment and Servicing Policy Area.
3. If any of the conditions mentioned in the preceding section has not been fulfilled by December 31, 2018, this Agreement shall terminate and none of the parties shall have any obligations to any other party despite any of the conditions having been fulfilled prior to that date.

### **PAYMENTS TO METCHOSIN**

- 4. Langford will, beginning in the first full calendar year in which Section 92 is within its property tax jurisdiction, make payments to Metchosin in accordance with this Agreement (the "Payments").
- 5. The Payments to Metchosin shall be the amount that is 40 percent of property taxes for general municipal purposes, including library, recreation and police services a, in respect of Section 92.
- 6. For certainty, the amount on which the Payments are based shall not include any school taxes, taxes imposed by other taxing authorities including the Capital Regional District, the Municipal Finance Authority and the B.C. Assessment Authority; local service taxes; or municipal fees and charges included in a property tax notice.
- 7. The amount on which the Payments are based shall not include any interest and penalties on unpaid taxes.
- 8. Langford shall be under no duty to seek to recover taxes on Section 92 as a debt, by distress, or by any other means other than by tax sale.
- 9. In the event that Langford is obliged to make any refund of property taxes in respect of Section 92, Metchosin shall be liable for 40 percent of the amount, which amounts Langford may deduct from one or more Payments under this Agreement.
- 10. Payments are due under this Agreement on July 2 of each year.
- 11. Each Payment shall be accompanied by copies of the property tax notices in respect of Section 92.

12. In the event that Section 92 is sold at tax sale, Langford is the tax sale purchaser, and the owner does not redeem the parcel during the redemption period, the Payments in respect of that parcel shall be made within 10 business days of the expiry of the redemption period.
13. In the event that Langford exempts Section 92 from taxation under Division 7 of Part 7 of the *Community Charter*, it shall be liable for Payments to Metchosin under this Agreement despite the exemption. The amount of the Payments shall be based on the relevant amounts set out in Langford's annual report pursuant to s. 98(2)(b) of the *Community Charter*.
14. In the event that Section 92 or any portion of it becomes exempt from property taxation by virtue of ownership by Langford, or by virtue of tax-exempt status under the *Community Charter* that the land would not have had but for a zoning change approved by Langford's Council, Langford shall be liable for Payments to Metchosin under this Agreement despite the exemption. The amount of the Payments shall be based on the assessed value of the land from time to time as if it was zoned R2 under Langford's zoning bylaw, and not exempt.
15. If Section 92 or any portion of it becomes exempt and is not thereafter assessed by the B.C. Assessment Authority, the Payments shall be based on a valuation calculated in accordance with the method of valuation set out in the *Assessment Act*.
16. In the event that Section 92 or any portion of it becomes exempt from taxation for any reason not mentioned in section 13 or section 14, Langford shall not be liable for Payments to Metchosin under this Agreement in respect of any period during which the land is exempt.

#### **ASSESSMENT APPEALS**

17. Nothing in this Agreement limits Langford's jurisdiction to appeal the assessment of Section 92 to the Property Assessment Appeal Board, or to seek judicial review of a decision of the Board in respect of Section 92.
18. Metchosin may request Langford to consider an appeal or judicial review described in the preceding paragraph, and in doing so may propose the sharing of the cost of such appeal or review, but nothing in this Agreement obliges Langford to accede to any such request.

#### **SERVICING OF SECTION 92**

19. Langford will deal with the provision of services to Section 92 on the same basis as the provision of services to other development lands within the City, including without

limitation liaising with the Capital Regional District in respect of water supply and West Shore Environmental Services Ltd. in respect of sewage collection and disposal.

## **GENERAL PROVISIONS**

20. Nothing in this Agreement fetters the legislative discretion of the municipal council of Langford or the municipal council of Metchosin.
21. Notices with respect to the performance of this Agreement may be delivered by any party to the corporate officers of Langford and Metchosin.
22. This is the entire agreement among the parties with respect to its subject.
23. Each of the parties warrants to the others that it has the authority to enter into this Agreement.
24. In the event of a dispute between the parties with respect to the interpretation or performance of this Agreement, the parties agree that the dispute shall be resolved as follows:
  - (a) by the senior administrative officers of the parties;
  - (b) failing resolution under subsection (a) within a reasonable time, by the Mayors of the parties;
  - (c) failing resolution under subsection (b) within a reasonable time, by a mediator appointed jointly by the parties; and
  - (d) failing resolution under subsection (c) within a reasonable time, by arbitration under the *Arbitration Act*, by an arbitrator resident in the Capital Regional District.

26. This Agreement may be executed in counterparts and will take effect when each of the parties has executed and delivered at least one counterpart. This Agreement may be delivered by email transmission of an executed counterpart.

In witness whereof this Agreement has been executed by the parties as of the date first above written.

**DISTRICT OF METCHOSIN**

By its authorized signatory:

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**CITY OF LANGFORD**

By its authorized signatory:

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## SCHEDULE A

