

**TERMS OF THE INSTRUMENT - PART 2**

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BETWEEN

LAST NAME OF OWNER, First Names  
Street Address  
City, Province  
Postal Code

(hereinafter called the "Grantor")

AND:

FRASER VALLEY REGIONAL DISTRICT, a body corporate duly incorporated under the laws of the Province of British Columbia, and having an office at:  
45950 Cheam Avenue  
Chilliwack, British Columbia  
V2P 1N6

(hereinafter called the "Regional District")

WHEREAS

A. Pursuant to Section 219 of the Land Title Act there may be registered as a charge against the title to land that is being or has been registered a condition or covenant in favour of the Crown or of a Crown Corporation or agency or of a municipality or a regional district;

B. The Grantor is the registered owner of ALL AND SINGULAR that certain parcel or tract of land and premises situated in the Fraser Valley Regional District in the Province of British Columbia, and legally described as:

PARCEL IDENTIFIER: *(enter P.I.D. here)*

LEGAL DESCRIPTION: *(enter legal description here)*

(hereinafter called the "Lands")

C. The Grantor has applied to the Regional District for a building permit for the construction of **BP013695 the Building**;

D. The Grantor has submitted the Geotechnical Report (as herein defined) in accordance with section 56 of the Community Charter, S.B.C. 2003, c.26, and has offered a covenant to be registered pursuant to section 56(5) of the Community Charter; and

E. The building inspector of the Fraser Valley Regional District intends to issue the **foregoing building** permit in accordance with Section 56(4) of the Community Charter:

NOW THEREFORE THIS COVENANT WITNESSETH that in consideration of the premises, the sum of ONE (\$1.00) DOLLAR of lawful money of Canada paid by the Regional District to the Grantor and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Grantor), the Grantor for itself and its successors and assigns, hereby covenants, promises and agrees, pursuant to Section 219 of the Land Title Act, R.S.B.C. 1996, c. 250 and amendments thereto (it being the intention of the Grantor that the covenant herein contained shall be annexed to and run with the Lands), that:

### Definitions

1. In this Agreement:

- (a) "Building" means the specific retaining walls (Boulder Wall #1 (BW #1), Lock Block Wall #1 & #2 (LB #1 & LB #2), Lock Block Wall #3 (LB #3) and Boulder Wall #2 (BW #2) – as shown on Schedule B., the construction of which is to be authorized by Building Permits;
- (b) "Building Permits" means Fraser Valley Regional District Building Permit No. 013695 for Boulder Wall #1 (BW #1) and any subsequent Building Permits issued ~~for the retaining walls shown on Schedule B, issued~~ for the construction of the Building; and
- (c) "Geotechnical Report" means that certain document entitled "44562 Lougheed Highway Harrison Bay, BC Geotechnical Hazard Site Assessment Report – Existing Retaining Walls – Revision 1" dated August 22, 2017 prepared by Jim McDonald, ~~of~~, WSP ~~a copyies~~ of which ~~is are~~ attached to this covenant as Schedule A.

### Construction and Use

- 2. The Grantor will not ~~build on the Lands,~~ use the Lands, build the Building or use the Building except for the purposes and in the manner described in the Geotechnical Report.
- 3. The structures specified in the Geotechnical Report as necessary for safe use of the Lands ~~and of the Building~~ shall be constructed and maintained as set out in the Geotechnical Report ~~until the removal of the Building.~~

### Enforcement

- 4. The Grantor will reimburse the Regional District for any and all expenses that may be incurred by the Regional District as a result of the breach of this covenant, including all legal and administrative costs related thereto, and all costs of a professional engineer with experience in geotechnical engineering. The Grantor shall make payment in full to the Regional District within 30 days of the receipt of a demand in writing from the Regional District.

No Representations

5. The Grantor acknowledges that the Regional District does not represent to the Grantor or any person that the Lands, the Building or any users of the Lands or the Building will not be damaged by geotechnical hazards or otherwise, whether or not the actions specified in the geotechnical Report are carried out.

Release and Indemnity

6. The Grantor hereby:
  - (a) releases, and covenants and agrees to release;
  - (b) indemnifies, protects and saves harmless, and covenants and agrees to indemnify, protect and save harmless;

the Regional District from and against any action, cause of action, claim and demand of every kind, description and nature whatsoever arising out of or in any way due to or in any way related to:

- (c) the issuance of the Building Permits, or
- (d) the construction authorized by the Building Permits, or
- (e) the existence of this covenant, or
- (f) any breach of this covenant, or
- (g) the use of the Lands or of the Building, or
- (h) any combination of the above.

Runs with the Lands

7. The covenants set forth herein shall charge the Lands pursuant to Section 219 of the Land Title Act and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof and shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee-simple of the Lands but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners of the lands or any portion thereof.

Registration

8. Following execution of this covenant, the Grantor will do all that is necessary to ensure that this covenant is registered against title to the Lands, with priority over all financial charges, at the Grantor's expense. Following registration of this covenant, the Grantor shall provide the Regional District with registration particulars in due course.

#### Discharge of Covenant

9. Pursuant to Section 219 of the Land Title Act, the Regional District may authorize the discharge of the covenant and the Grantor shall be responsible for preparing and registering the discharge documents at the Grantor's sole expense.

#### Municipal Power

10. Nothing contained or implied herein shall prejudice or affect the Regional District's rights and powers in the exercise of its functions pursuant to the Community Charter or the Local Government Act or its rights and powers under all private and public statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this covenant had not been executed and delivered by the Grantor. Nothing in this covenant shall be taken as in any way limiting or abrogating the duty of the Grantor to comply with the Regional District's zoning, charging and all other bylaws.

#### Waiver

11. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party. Waivers shall be set forth in writing and duly executed by each of the parties hereto.

#### Miscellaneous

12. Whenever the singular or masculine is used in this covenant, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires. Every reference to each party is deemed to include the heirs, executors, administrators, elected officials, successors, assigns, employees, agents, officers, and invitees of such party. If any section, subsection, sentence, clause or phrase of this covenant is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this covenant. This covenant shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns notwithstanding any rule or law or equity to the contrary. This covenant shall be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this covenant by executing, and by causing their respective seals to be affixed personally or under the hands of their proper officers

duly authorized in that behalf, on the Form C which forms and constitutes a part hereof. (or Forms C and D if more than one page)

SCHEDULE A  
GEOTECHNICAL REPORT

END OF DOCUMENT