

TERMS OF INSTRUMENT – PART 2

SECTION 219 _____ COVENANT

(must specify ATTACHED SUITE or DETACHED SUITE)

THIS COVENANT dated for reference the ____ day of _____, 20_____.

BETWEEN:

Full name and mailing address of applicant

(the "Grantor")
OF THE FIRST PART

AND:

COWICHAN VALLEY REGIONAL DISTRICT, a regional district incorporated under the British Columbia *Local Government Act* having its offices at 175 Ingram Street, in the City of Duncan, Province of British Columbia, V9L 1N8

(the "Grantee")
OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner in fee simple of:

Legal description of land including PID.

(the "Land")

B. The Grantee is the Cowichan Valley Regional District; and

C. The Grantee has agreed to issue a building permit to the Grantor to permit a [please identify type of suite to be built, and its maximum size permitted per zoning, i.e. **ATTACHED SUITE OR DETACHED SUITE**] not to exceed _____ m², to be constructed on the Land on condition that the Grantor allows this restrictive covenant to be registered on the title to the Land.

NOW THEREFORE, in consideration of the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

1. The Grantor covenants and agrees that the Land is not to be subdivided under either the *Land Title Act* or the *Strata Property Act* or any similar or successor legislation, nor shall a strata plan of any type pursuant to the *Strata Property Act*, be registered on the Land, except with the written consent of the Grantee.

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2. The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.
3. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor.
4. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.
5. This Agreement shall be registered as a first charge against the Land and the Grantor agrees to execute and deliver all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
6. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this Agreement.
7. The Grantor covenants for itself, its heirs, executors, successors in title and assigns that it will, at all times, perform and observe the requirements and conditions contained in the covenant.
8. The restrictions and covenants herein contained shall be covenants running with the Land, shall be perpetual, and shall be registered in the Victoria Land Title Office pursuant to Section 219 of the *Land Title Act* as covenants in favour of the Grantee as a first charge against the Land.
9. This Agreement shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
10. Wherever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

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11. **Priority Agreement** *(if required)*

Financial Institution Name, the registered holder of a charge by way of a mortgage against the within described property which said charge is registered in the Land Title Office at Victoria, British Columbia, under number _____, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the said Charge Holder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within Section 219 Covenant shall be an encumbrance

upon the within described property in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C and Form D attached hereto.

