

LAND TITLE ACT  
**FORM C**

(Section 233)

Province of British Columbia

**GENERAL INSTRUMENT-PART 1** (This area for Land Office use)

Page 1 of 7 Pages

---

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

\_\_\_\_\_  
Applicant

---

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:\*

|       |                      |
|-------|----------------------|
| (PID) | (LEGAL DESCRIPTIONS) |
|-------|----------------------|

---

3. NATURE OF INTEREST:\*

| Description             | Document Reference<br>(page and paragraph) | Person Entitled to Interest |
|-------------------------|--|-----------------------------|
| Section 219<br>Covenant | Entire Document                            | Transferee                  |

---

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

|                                |                                     |                                       |
|--------------------------------|-------------------------------------|---------------------------------------|
| (a) Pile Standard Charge Terms | <input type="checkbox"/>            | D.F. No.                              |
| (b) Express Charge Terms       | <input checked="" type="checkbox"/> | Annexed as Part 2                     |
| (c) Release                    | <input type="checkbox"/>            | There is no Part 2 of this Instrument |

A section of (a) include any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

---

5. TRANSFEROR(S):\*

---

6. TRANSFERE(S): (including postal address(es) and postal code(s)\*)

---

City of Port Coquitlam, 2580 Shaughnessy Street, Port Coquitlam, British Columbia, V3C 2A8

---

**FORM C**

(Section 233)

Province of British Columbia

**GENERAL INSTRUMENT-PART 1**

7. ADDITIONAL OR MODIFIED TERMS:\*

N/A

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

Party(ies) Signature(s)

Y M D

\_\_\_\_\_  
Name:

\_\_\_ \_\_\_ \_\_\_

\_\_\_\_\_ by its  
authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

(as to both signatures)

\_\_\_\_\_  
Name:

\_\_\_ \_\_\_ \_\_\_

City of Port Coquitlam  
by its authorized signatories:

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
Clerk:

(as to both signatures)

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. 1979, c. 116, 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,

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D.

**TERMS OF INSTRUMENT - PART 2**

**SECTION 219 COVENANT**

THIS AGREEMENT dated for reference \_\_\_\_\_, 20\_\_\_\_ is

BETWEEN:

("Grantor")

AND:

CITY OF PORT COQUITLAM, a Local Government corporation incorporated under the *Community Charter*, R.S.B.C. 1996, c 323, and having an office at 2580 Shaughnessy Street, British Columbia, V3C 2A8

("City")

WHEREAS:

A. The Grantor is the registered owner in fee simple of the land in Port Coquitlam legally described as:

("the Land");

B. The Grantor has applied to the City for a building permit to construct a new building or structure [or to make a structural alteration of or addition to an existing building or structure] on the Land and the City building inspector has determined that the Land is subject to or is likely to be subject to flooding [or mud flows, debris flows, debris torrents, erosion, land slip, rockfalls, subsidence or avalanche];

C. The City building inspector has, under s. 56 of the *Community Charter*, required the Grantor to provide the City with a report certified by a professional engineer with experience in geotechnical engineering that the land may be used for the use intended by the Grantee;

D. A geotechnical report in respect of the Land has been prepared by \_\_\_\_\_, P. Eng. (the "Engineer") dated \_\_\_\_\_, 20\_\_\_\_ (the "Geotechnical Report") certifying that the Land may be used safely for the use intended by the Grantor;

E. Under s. 56 of the *Community Charter*, a building permit cannot be issued unless the Grantor first enters into a covenant with the City registrable under s. 219 of the *Land Title Act*.

This agreement is evidence that in consideration of payment of \$2.00 by the City to the Grantor (the receipt of which is acknowledged by the Grantor), and in consideration of the promises exchanged below, the Grantor covenants and agrees with the City, in accordance with section 219 of the *Land Title Act*, as follows:

**Flood Danger**

1. The Grantor is aware of and hereby acknowledges that there is a potential flood [or other] danger to the Land.

**Restrictions on Use and Construction**

2. The Grantor covenants and agrees not to use the Land nor construct any building or structure on the Land, nor make any structural alterations or additions to any existing building or structure on the Land, except in the manner determined and certified by the Engineer in the Geotechnical Report as enabling the safe use of the Land for use intended. Without limiting the generality of the foregoing, the Grantor shall construct all buildings or structures and perform all other construction on and development of the Land only in strict accordance with all requirements and guidelines set out in the Geotechnical Report, including conditions as to:
  - a) the siting, structural design and maintenance of buildings structures or works,
  - b) the maintenance or planting of vegetation, and
  - c) the placement and maintenance of land fill.

**Release and Indemnity**

3. The Grantor acknowledges that the City does not represent to the Grantor nor to any other person that any building, improvement or other structure, including the contents of any of them, built on the Land will not be damaged by flooding or erosion [or other event] and the Grantor, with full knowledge of the potential flood and erosion [or other] danger
  - a) agrees to indemnify and save harmless the City and its employees, servants and agents from all expenses, loss, damage, costs, actions, suits, debts, accounts, claims and demands which the City or any of its employees, servants, or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenants or agreement on the part of the Grantor or arising out of or in connection with any personal injury, death or loss or damage to the Land or to any building, improvement or structure located or built on the Land, or to any personal property located on the Land, caused by flooding, erosion [or other event] or some such similar cause; and

- b) does remise, release and forever discharge the City and its employees, servants and agents from all manner of actions, causes of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor may have against the City and its employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Land or to any building, improvement or structure located or built on the Land, or to any personal property located on the Land, caused by flooding, erosion [or other event] or some such similar cause.

**Grantor to Pay Costs**

- 4. Unless otherwise expressly provided in this Covenant, wherever the Grantor is obliged or required to do or cause to be done any act, matter or thing, such act, matter or thing shall be done by the Grantor at its sole expense, without compensation by the City.

**No Effect On Laws or Powers**

- 5. This Covenant does not:
  - a) affect or limit the discretion, rights, duties or powers of the City under any statute, bylaw or other enactment, including in relation to the use or subdivision of the Land;
  - b) affect or limit any statute, bylaw or enactment relating to the use or subdivision of the Land; or
  - c) relieve the Grantor from complying with any statute, bylaw or other enactment, including in relation to the use or subdivision of the Land.

**Covenant Runs With the Land**

- 6. Every obligation and covenant of the Grantor in this Covenant constitutes both a contractual obligation and a covenant granted by the Grantor to the City in accordance with section 219 of the *Land Title Act* in respect of the Land, and this covenant burdens and runs with the Land and every part or parts thereof and binds the successors in title to the Land.

**Successors and Assigns**

- 7. This Covenant benefits and binds the Grantor and the City, and their respective assigns, successors, heirs, executors, administrators and personal representatives.

**Entire Covenant**

8. This Covenant is the entire agreement between the Grantor and the City concerning its subject and this Covenant supersedes and terminate all other agreements, understandings and promises concerning its subject. The City has made no representations, and gives no warranties to the Grantor regarding the subject of this Covenant or any related matter or proceedings.

**Amendment**

9. This Covenant may be discharged, amended or affected only by an instrument duly executed by both the Grantor and the City.

**Waiver**

10. A waiver of any breach of this Covenant is binding only if given in an instrument executed by the party giving the waiver and only if the waiver is an express waiver of the breach in question. A waiver of a breach of this Covenant operates to waive only the breach in respect of which it has expressly been given.

**Contract and Deed**

11. By executing and delivering this Covenant both the Grantor and the City intend to create both a contract and a deed executed and delivered under seal.

**Priority**

12. At the Grantor's expense, the Grantor must do everything necessary to secure priority of registration and interest for this Covenant and section 219 covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Land.

**Notice and Other Communications**

13. Any notice or other communication which may be or is required to be given under this Covenant shall be in writing and either delivered or mailed by registered mail to the party to whom it is given at the address for that part set out on the first page of this Covenant. A notice or other communication which is delivered is considered to have been given on the date after it was dispatched for delivery. A notice or other communication which is sent by registered mail is considered to have been given on the fifth day after the date on which it was mailed. If a party changes address, that party shall promptly give notice of the new address to the other party as provided in this section.

**References to Enactments**

14. Reference in this Covenant to any enactment, including bylaws of the City, is a reference to that enactment as amended, revised, consolidated or replaced.

**Interpretation**

15. Wherever the singular or masculine is used in this Covenant, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties require.

**Further Acts**

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

**Severance**

17. If any part of this Covenant is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that part shall be severed and the decision that it is invalid, illegal or unenforceable shall not affect the validity of the remainder of the Covenant.

**Reference**

18. Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

**Governing Law**

19. This Covenant shall be governed and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law of the Covenant.

As evidence to their agreement to the above terms, the Grantor and the City each have executed and delivered this Covenant under seal by executing the *Land Title Act* Form C to which this Covenant is attached and which forms part of this Covenant.