

AGREEMENT

Signed this ____ day of _____, 20__

Between:

the "Grantor"(s)

And

**Strathcona Regional District
301 – 990 Cedar Street
Campbell River BC V9W 7Z8**

the "Grantee"

W H E R E A S :

A. The Grantors are the registered owner(s) in fee simple of:

LEGAL DESCRIPTION: _____

PARCEL IDENTIFIER (PID): _____

FOLIO: _____

CIVIC ADDRESS: _____

hereinafter called the "Land"

B. The Grantee is Strathcona Regional District;

C. The Grantor wishes to construct on the Land an additional single family dwelling when there already exists on the Land the maximum number of single family dwellings permitted by Bylaw No. *(insert name of applicable zoning bylaw)*

NOW THEREFORE, in consideration of payment of the sum of ONE (\$1.00) DOLLAR to the Grantor by the Grantee, and 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 shall not use the Land nor permit the Land to be used for any use other than that as permitted by Bylaw.
2. After the Grantee has issued final building inspection approval for the new single family dwelling on the Land, the single family dwelling already existing on the Land must be (choose one option):
 - demolished,
 - removed, or
 - converted to another type of structureto comply Strathcona Regional District bylaws.
3.
 - a) As security for the performance of the Grantor's obligations under this Agreement, the Grantor grants to the Grantee a security in a form acceptable to the Regional District in the amount of \$5,000.00.
 - b) The Grantee may use the security only if the Grantor is in breach of any provision of this Agreement and has not cured the breach, or is not diligently proceeding to cure the breach, within 60 days after the notice to cure was given by the Grantee.
 - c) Enforcement of the security by the Grantee does not limit or prevent either or both Grantee from enforcing any other remedy or right that the Grantee may have against the Grantor.
4. 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.
5. 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.
6. 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.
7. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this agreement.
8. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this agreement.

- 9. The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the said land.
- 10. The restrictions and covenants herein contained shall be covenants running with the Land and shall be perpetual, and shall continue to bind all of the Lands when subdivided, 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.
- 11. 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.
- 12. 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.

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

Execution Date

Y M D

The Grantor by its authorized signatory

WITNESS

Execution Date

Y M D

The Grantee by its authorized signatory

WITNESS

Russ Hotsenpiller
 Chief Administrative Officer
 Strathcona Regional District