TERMS OF INSTRUMENT - PART 2

THIS COVENANT made the ___ day of _____, 2014.

BETWEEN:

(the "Covenantor")

OF THE FIRST PART

AND:

STRATHCONA REGIONAL DISTRICT
#301 – 990 Cedar Street
Campbell River, British Columbia
V9W 7Z8

(the "Regional District")

OF THE SECOND PART

WHEREAS Section 56 of the *Community Charter* empowers a building inspector to require an owner of land that may be subject to flooding, mud flows, debris flows, debris torrents, erosion, land slip, rockfalls, subsidence or avalanche to provide the inspector with a report certified by a qualified professional that the land may be used safely for the use intended;

AND WHEREAS following provision of the professional's report, the building inspector may issue a building permit on the condition that the owner of the land covenants with the Regional District to use the land only in the manner determined and certified by the qualified professional as enabling the safe use of the land for the use intended;

NOW THEREFORE pursuant to Section 219 of the *Land Title Act* and in consideration of the sum of $1.00 now paid to the Covenantor by the Regional District, the receipt and sufficiency of which is hereby acknowledged, the Covenantor covenants and agrees as follows:

1. That the parcel of land located in the Strathcona Regional District and legally described as:

    (*insert full legal description of parcel*)

    (the "Land") shall be used and built upon only in accordance with this Covenant.

2. The Land shall be used only in the manner determined and certified by a qualified professional as enabling the safe use of the land for a building site, as set out in the report prepared by **(*insert name of engineer or geoscientist*)**, attached as Schedule "A" to this Covenant.

3. No building or structure shall be built upon the Land except in compliance with the recommendations and restrictions set out in Schedule "A", and the Land shall not be developed except in accordance with those recommendation and restrictions.

4. In the event of any breach of this Covenant which results in expenses being incurred by the Regional District, the Covenantor shall reimburse the Regional District. Without limitation, upon breach of this Covenant the Regional District may by its employees or contractors enter on the Land and carry out such remedial measures, including demolition and removal of any building or structure, required to bring the Land into compliance with this Covenant and the expenses incurred in such remedial measures shall be payable by the Covenantor to the Regional District.

5. This Covenant runs with the Land and shall be binding upon the Covenantor and its successors and assigns, and every reference to the Covenantor is deemed to be a reference to the Covenantor's successors in title. The Covenantor shall not be liable for any breach of this Covenant occurring after the Covenantor has ceased to be an owner of the Land.

6. This Covenant shall indemnify and save harmless the Regional District, its officers, employees and agents against all loss, damages and costs arising from the granting or existence of this Covenant or from any breach of this Covenant by the Covenantor.

7. The Covenantor shall execute all documents and perform such acts within its control as are necessary to give priority to this Covenant over any financial charge against title to the Land.

8. Nothing in this Covenant shall affect or restrict the Regional District in the exercise of any of its statutory powers, nor does the granting or registration of this Covenant commit the Board of the Regional District to the adoption of any bylaw or resolution.

9. Waiver of any default of this Covenant shall not be deemed to be a waiver of any similar or subsequent default.

10.   Schedule "A" forms part of this Covenant.

As evidence to their agreement to the above terms, the Covenantor and the Regional District each have executed and delivered this Covenant under seal by executing Part 1 of the *Land Title Act* Form C to which this Covenant is attached and which forms part of this Covenant.

<div align="center">END OF DOCUMENT</div>