

Schedule A.6

TERMS OF INSTRUMENT - PART 2
COVENANT SECTION 219 - ONSITE SEWERAGE SYSTEM

THIS AGREEMENT dated for reference _____, _____.

BETWEEN:

[NAME OF INDIVIDUAL, occupation]

[NAME OF INDIVIDUAL, occupation]

Address

City, province, Postal Code

("Grantor")

AND:

DISTRICT OF LAKE COUNTRY, a municipal corporation incorporated under the laws of British Columbia and having an address of 10150 Bottom Wood Lake Road, Lake Country, BC V4V 2M1

("Grantee")

WHEREAS:

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

Parcel Identifier: _____

Legal Address: _____

(the "Lands");

B. The Grantee is the District of Lake Country.

C. The Grantor has applied to develop the Lands. The Lands are currently unable to connect to a community sewer system and have a limited area for onsite sewage disposal.

D. The Grantee has required the Grantor to specify the location of the onsite sewage disposal area on the Lands.

E. The Grantor has agreed to enter into this Agreement and to register it against title to the Lands as a Covenant under Section 219 of the *Land Title Act*.

NOW THEREFORE, in consideration of the payment of the sum of \$2.00 by the Grantee to the Grantor and 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 subdivide, construct, build upon or use the Lands except in strict accordance with this Agreement.
2. For the purposes of this Agreement, the terms "Discharge Area", "Effluent" and "Sewerage System" shall have the meanings prescribed to them by the Sewerage System Regulation under the *Public Health Act*.

3. The Grantor agrees with the Grantee that the portion of the Lands shown outlined in bold on the **Explanatory Plan numbered _____, prepared by _____**, a reduced copy of which is attached hereto to this Agreement (the "Covenant Area") shall be used in perpetuity solely for the Effluent Discharge Area as part of the Sewerage System constructed, installed or placed on the Lands.
4. The Grantor covenants and agrees:
 - (a) Not to do or permit to be done any act or thing which can or may interfere with or obstruct the use of the Covenant Area for the purpose of the Effluent being discharged into the Discharge Area, and constructing, installing or placing a Sewerage System in or on the Lands;
 - (b) For the purposes of the preceding clause subparagraph (a), the activities not permitted in or on the Covenant Area include, without limiting the generality of the foregoing, altering, removing, or disturbing the soil; constructing, installing, placing or erecting any building, structures, fixed equipment, mobile or modular homes, foundations, driveways, roads, and parking areas; filling or construction of pools, and burying pipes, conduits or utility services, except those necessary for a sewerage system approved by the Grantee.
5. 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 Lands 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.
6. 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 Lands as if the Agreement had not been executed and delivered by the Grantor.
7. Any waiver by the Grantee of any term, condition, covenant, or other provision of this Agreement or any waiver by the Grantor of any breach, violation or non-performance of any term, condition, covenant, or other provision of this Agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.
8. The Grantor hereby releases and forever discharges the Grantee, its officers, employees and agents, of and from any claim, cause of action, suit, demand, expenses, costs and expenses, and legal fees whatsoever which the Grantor can or may have against the said Grantee for any loss or damage or injury, including economic loss, that the Grantor may sustain or suffer arising out of this Agreement or the use of the Lands as a result of this Agreement.
9. The Grantor covenants and agrees to indemnify and save harmless the Grantee, its officers, employees and agents, from any and all claims, causes of action, suits, demands, expenses, costs and expenses, and legal fees whatsoever that anyone might have as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or by anyone who suffers loss of life or injury, including economic loss, to his person or property, that arises out of this Agreement or the use of the Lands as a result of this Agreement.
10. 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.

11. This Agreement shall be registered in priority to all other charges and encumbrances of a financial nature against the Lands 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.
12. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this Agreement. This is a personal covenant between the parties.
13. 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 Lands.
14. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the 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 Lands.
15. 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.
16. 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.
17. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
18. Time is of the essence of this Agreement.
19. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
20. This Agreement may be amended, or affected, only by an instrument duly executed by both the Grantor and the Grantee, and may be discharged only by an instrument duly executed by the Grantee.

CONSENT AND PRIORITY: _____ being the registered holder of a mortgage registered under Registration Number _____ against title to the Lands hereby consents to the filing of this covenant and hereby grants priority to this covenant over its mortgage registered under Number _____

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing land Title Act Forms C and/or D attached hereto.

Director of Engineering