

# DISTRICT OF MISSION



## FLOODPLAIN MANAGEMENT BYLAW 4027-2007

A bylaw to regulate development within Floodplain Areas

**THE FOLLOWING DOCUMENT HAS BEEN REPRODUCED FOR CONVENIENCE ONLY** and is a consolidation of "District of Mission Bylaw \*" with the following amending bylaws:

<b>Bylaw Number</b>	<b>Date Adopted</b>	<b>Section Amended</b>
5024-2009-4027(1)	May 4, 2009	Section 6(c), Schedule A

Individual copies of any of the above bylaws are available from the Administration Department of the District of Mission. For legal purposes, copies of the original bylaws should be obtained.

**DISTRICT OF MISSION**  
**FLOODPLAIN MANAGEMENT BYLAW 4027-2007**

A bylaw to regulate development within Floodplain Areas

WHEREAS, under the *Local Government Act*, the Council of the District of Mission may, by by-law, determine various procedures and requirements to be applied in the conduct of local government elections and other voting;

AND WHEREAS the Council of the District of Mission has adopted "District of Mission Floodplain Management Bylaw 4027-2007 and amended same from time to time;

AND WHEREAS the Council of the District of Mission deems it advisable and in the public interest to further amend the said bylaw;

WHEREAS Section 910 of the *Local Government Act*, provides that where the Local Government considers that flooding may occur on land, a floodplain bylaw may be enacted pursuant to Section 910 of the *Local Government Act*.

WHEREAS the District of Mission is in possession of Provincial Guidelines, maps and other documents that identify areas which may be subject to flooding:

NOW THEREFORE the Council of the District of Mission, in open meeting assembled, ENACTS AS FOLLOWS:

**1. TITLE**

This Bylaw may be cited as the "District of Mission Floodplain Management Bylaw 4027-2007".

**2. SEVERABILITY**

If any section, subsection, sentence, clause, or phrase of this Bylaw is found invalid, by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Bylaw.

**3. DEFINITIONS**

For the purposes of this Bylaw, the following definitions apply:

**ALLUVIAL FAN:** includes a debris fan, and means the alluvial or debris flow deposit of a stream where it issues from a steep mountain valley or gorge upon a plain or at the junction of a tributary stream with a main stream.

**APPROVING OFFICER:** means the Approving Officer for the District of Mission.

**BUILDING INSPECTOR:** means any person or persons designated by the District of Mission as a Building Inspector, Plumbing Inspector, or Plan Checker and includes the supervisors for these persons.

**CARPORT:** means a roofed structure with no enclosing walls, used or intended to be used for

the parking or storage of a motor vehicle.

**COUNCIL:** means the Council for the District of Mission Council.

**DEBRIS:** means unconsolidated sediments ranging from clay to boulders and includes organic debris such as stumps and trees.

**DEBRIS FAN:** means a fan shaped surface, created by debris flows and debris floods and formed of poorly graded debris, carried and deposited by these processes.

**DEBRIS FLOW:** Flowing mixture of water saturated debris that moves down slope under force of gravity in pre-existing channels.

**DESIGNATED FLOOD:** means a flood, which may occur in any given year, of such magnitude as to equal a flood having a 200-year recurrence interval, based on a frequency analysis of un-regulated historic flood records or by regional analysis where there is inadequate stream flow data available.

**DESIGNATED FLOOD LEVEL:** means an observed or calculated elevation for the *Designated Flood*, which is used in the calculation of the *Flood Construction Level*.

**DEVELOPMENT:** means the development or improvement of land, or improvements thereon including, without limitation, the new construction of a building or structure or structural alteration or addition to an existing building or structure.

**DWELLING UNIT:** means one or more rooms of complementary use, occupied or intended to be occupied, by a family and containing not more than one kitchen.

**FLOOD CONSTRUCTION LEVEL:** means the Designated Flood Level plus an allowance for Freeboard, or where a Designated Flood Level cannot be determined, a specific height above a *Natural Boundary* or *Natural Ground Elevation* or any obstruction that could cause ponding.

**FLOODPLAIN:** means a lowland area, whether dyked, flood proofed or not which by reasons of land elevation is susceptible to flooding from an adjoining watercourse, lake or other body of water and, for administrative purposes is taken to be that area submerged by the *Designated Flood* plus *Freeboard*.

**FLOODPLAIN SETBACK:** means the required minimum distance from the Natural Boundary of a watercourse, lake or other body of water to any landfill or structural support required to elevate a floor system or pad above the flood construction level, so as to maintain a floodway and allow for potential land erosion.

**FLOODPROOFING:** means the physical alteration of land or structures or change in use to reduce or eliminate flood damage and includes the use of elevation and /or building setbacks from water bodies to maintain a flood proofing and to allow for potential erosion.

**FREEBOARD:** means a vertical distance, added to a *Designated Flood Level*, used to establish a *Flood Construction Level*.

**GARAGE:** means a building or structure or part thereof, used or intended to be used for the parking or storage of a motor vehicle, which is 60% or more enclosed.

**GENERAL EXEMPTIONS:** mean the exemptions set out in this Bylaw that exempt certain types of development from the *Flood Construction Levels* specified in Section 8 of this Bylaw.

**G.S.C.:** means Geodetic Survey of Canada datum and refers to the elevation above mean sea level.

**HABITABLE AREA:** means any space or room within a building or structure, including a manufactured home or unit, modular home or structure which is or can be used for dwelling purposes, industrial, business, or commercial use, or storage of goods, including equipment (including furnaces, heavy and electrical equipment) which are susceptible to damage by floodwater.

**INDUSTRIAL USE** means, in general, the manufacturing, processing, assembling, fabricating, testing, servicing, or repairing of goods of materials, including wholesale of products manufactured or processed on the lot.

**INSPECTOR OF DYKES:** An official of the Ministry of Environment as defined under the Dyke Maintenance Act RSBC 1996 chapter 95.

**ISOLINE:** means a line on a map or chart along which there is a constant value as of design flood level.

**MINOR BUILDING:** means any single storey accessory building or structure which is less than 12 sq. metres in area and which does not require a building permit.

**MINIMUM PONDING:** means a minimum construction level assigned to reduce possible flood damage due to ponding of local drainage during a sever storm.

**MISSION DYKE:** means the non standard dyke shown on Schedule A.

**MOBILE HOME:** means a transportable, single or multi-sectional dwelling unit conforming to the CAN/CSA Z240 MH Series at the time of manufacture, and it is ready for occupancy upon completion of set-up in accordance with required factory recommendation installation instructions.

**NATURAL BOUNDARY:** means the visible high watermark of any lake, river, stream, or the body of water where the presence and action of the water are so common and usual and so long continued in all ordinary years as to mark upon the soil of the bed of the lake, river, stream, or other body of water a character distinct from that of the banks thereof, in respect to vegetation, as well as in respect to the nature of soil itself also includes the edge of dormant side channels of any lake, river, stream or other body of water.

**NATURAL GROUND ELEVATION:** means the undisturbed ground elevation prior to site preparation.

**PAD:** means a paved surface on which blocks, posts, runners or strip footings are placed for the purpose of supporting a mobile home.

**PROVINCIAL GUIDELINES:** means the policies, strategies, objectives, standards, guidelines and environmental management plans, in relation to flood control, flood hazard management and development of land that is subject to flooding, prepared and published by the minister under Section 5 of the Environmental Management Act.

**PUBLIC INSTITUTIONAL USE:** means a use whether government owned and/or operated or not for use by the general public that provides a public service.

**PUBLIC RECREATION FACILITY:** means a facility providing for indoor or outdoor public recreation and includes parks, playgrounds, and sports facilities.

**QUALIFIED PROFESSIONAL:** means a person who is registered or licensed under the provisions of the Engineer's and Geoscientists Act, R.S.B.C. 1996, Chapter 16, with experience or training in geotechnical study and geohazard assessments.

**RESIDENTIAL USE:** means a use of land and buildings for the permanent accommodation of a person or persons and activities associated with a residence.

**SETBACK:** means the horizontal setback distance of a building or landfill from a natural boundary or other reference line necessary to maintain a floodway or accommodate potential land erosion adjacent to a floodway.

**SILVERDALE DYKE:** means the non-standard dyke shown on Schedule A.

**SPECIFIC EXEMPTION AREAS:** means those areas identified in Section 9 which are not required to meet the *Flood Construction Levels* specified in Section 6 of this Bylaw.

**STANDARD DYKE:** means a dyke built to a minimum crest elevation equal to the Flood Construction Level and meeting standards of design and construction approved by the Ministry of Environment and maintained by an on going public authority including an improvement district and/or the District of Mission.

**STREAM:** includes a watercourse or source of water supply, whether usually containing water or not, a pond, lake, river, creek, brook, ditch and a spring, marsh or wetland that is integral to a stream.

**TOP OF BANK:** in relation to a watercourse or stream means the point at which the upward ground level from the edge of the watercourse or stream becomes less than one (1.0) vertical to four (4.0) horizontal, and refers to the crest of the bank or bluff where the slope clearly changes into the natural upland bench.

**WATERCOURSE:** means any natural or man made depression with well defined banks and a bed 0.6 metres or more below the surrounding land serving to give direction to a current of water at least six (6) months of the year or having a drainage area of 2 square kilometers or more upstream of the point of consideration.

**WATERFRONT FUEL DEPOT:** means a use providing for the sale of petroleum products for marine vessels.

#### **4. APPLICATION AND FLOODPLAIN DESIGNATION**

##### **(a) Application of Bylaw**

This Bylaw shall be applicable within the geographical boundaries of the District of Mission.

**(b) Floodplain Designation**

The following lands are designated as Floodplain:

- (i) Land shown as *Floodplain* on Schedule A of this Bylaw;
- (ii) Land lower than a *Flood Construction Level* specified in Section 6; and
- (iii) Land within a *Floodplain Setback* specified in Section 6.

**5. ALLUVIAL FAN DEVELOPMENT**

- (a)** Existing *Alluvial Fan* areas within the District are generally identified on Schedule A.
- (b)** New *Alluvial Fan* areas within the District may develop hereafter and this section of the Bylaw shall also apply to those areas.
- (c)** Any person proposing a development on an alluvial fan must provide to the *Building Inspector*:
  - (i) A site survey of the parcel proposed for development;
  - (ii) A report certified by a *Qualified Professional* that the proposed site may be used safely for the use intended; and
  - (iii) If applicable, a development permit application.
- (d)** The Building Inspector may approve a development application for a building or structure on an alluvial fan if no other suitable land is available on the parcel proposed for development and the report of the certified professional confirms the location of the proposed development may be safely used.
- (e)** A floodplain regulation contained elsewhere in this Bylaw has no application to a proposed development on an *Alluvial Fan*.

**6. FLOODPLAIN SPECIFICATIONS**

**(a) Flood Construction Levels**

The following elevations are specified as *Flood Construction Levels*, except where more than one *Flood Construction Level* is applicable, then the higher elevation shall be the *Flood Construction Level*:

- (i) The *Flood Construction Level* for the Fraser River for a specific property, as determined by interpolation from those Flood Construction Levels shown on Schedule A;
- (ii) 3.0 metres above the *Natural Boundary* of Silverdale Creek;
- (iii) The Flood Construction Levels for Specified Lakes

- Hatzic Lake is 10.0 metres Geodetic Survey of Canada datum.
- Hayward Lake is 44.8 metres Geodetic Survey of Canada datum.
- Stave Lake is 83.8 metres Geodetic Survey of Canada datum.
- Silvermere Lake is 8.65 metres Geodetic Survey of Canada datum; and

(iv) 1.5 metres above the *Natural Boundary* of any other stream.

**(b) Floodplain Setbacks**

The following distances are specified as *Floodplain Setback*, except that where more than one *Floodplain Setback* is applicable, then the greater setback distance shall be the *Floodplain Setback*:

- (i) 60 metres from the Natural Boundary of the Fraser River;
- (ii) 30 metres from the *Natural Boundary* of Silverdale Creek and Stave River;
- (iii) 15 metres from the *Natural Boundary* of any other stream; and
- (iv) 7.5 metres from the inboard toe of any dyke or dyke right-of-way structure for flood protection or seepage.

**(c) Dyked Areas**

No building or structure is permitted to be constructed in the Designated Floodplain of the Fraser River outside the area protected by the *Mission Dyke* or *Silverdale Dyke* as depicted on Schedule "A", unless a site specific exemption has been approved under Section 10 of this Bylaw.

- (d)** Notwithstanding Section 6(a) and Section 8 of this bylaw no building or structure within the designated floodplain of the Fraser River, as shown on Schedule "A" is permitted to be constructed with the underside of any floor system or the top of any pad supporting a *Habitable Area* ("the floor system") at an elevation lower than 5.2 metres GSC.

**7. APPLICATION OF FLOODPLAIN CONSTRUCTION AND SETBACK SPECIFICATIONS**

- (a)** Subject to Sections 8, 9 and 10 of this Bylaw:

- (i) No *Habitable Area* shall be constructed, reconstructed, altered, moved or extended, lower than the *Flood Construction Level* specified in Section 6(a) of this Bylaw;
- (ii) The underside of any floor system, or the top of any Pad supporting a *Habitable Area*, or any space or room, including a *Mobile Home*, that is used for dwelling purposes, business or storage of goods which are susceptible to damage by floodwater shall be above the *Flood Construction Level*;

- (iii) No building, structure or *Habitable Area*, with the exception of *Minor Buildings* as defined in this Bylaw, shall be constructed, reconstructed altered, moved or extended within the *Floodplain Setback* as described in Section 6(b) of the Bylaw;
  - (iv) Any fill required to support a floor system or pad shall not extend within any setback from the *Natural Boundary* of any watercourse or body of water specified in Section 6(b); or within any setback from the inboard toe of any dyke or dyke right of way described in Section 6(b)(iv);
  - (v) Enclosed underground parking below the *Flood Construction Level* is only permitted where unobstructed means of pedestrian ingress and egress is provided above the *Flood Construction Level*. In addition signs must be posted at all points of entry notifying users that the parking garage is not protected from inundation by floodwaters; and
  - (vi) A hot water tank, furnace or main electrical switchgear or panel must be located above a *Flood Construction Level*.
- (b) Structural support or compacted landfill or a combination of both may be used to elevate the underside of the floor system or the top of the pad above a *Flood Construction Level* provided that the structural support and/or landfill must be adequately protected against scour and erosion from flood flows, wave action, ice and other debris.
- (c) The *Building Inspector* may require that a British Columbia Land Surveyor's certificate be required to confirm:
- (i) The location of the proposed development site in relation to an *Alluvial Fan* boundary; and
  - (ii) A *Flood Construction Level* and/or *Floodplain Setback* specified in Section 6(a) and 6(b).
- (d) Notwithstanding the floodproofing and setback standards in this Bylaw, a site specific geotechnical study, pursuant to Section 56 of the Community Charter, may be required by the *Building Inspector* prior to building permit approval.

## **8. GENERAL FLOOD CONSTRUCTION LEVEL EXEMPTIONS**

- (a) Subject to Section 10, the following types of construction are exempt from meeting a *Flood Construction Level* specified in Section 6(a) of this Bylaw:
- (i) A renovation to an existing building or structure that does not involve an addition thereto;
  - (ii) An addition to a building or structure, at the original non-conforming floor elevation, that would increase the size of the building or structure by less than 25 percent of the ground floor area, shall be permitted once, provided that the degree of nonconformity regarding watercourse setback is not increased;
  - (iii) A building or structure, or portion thereof, to be used as a *Garage* not exceeding 110 sq. metres in floor area;



- (iv) A *Carport*;
  - (v) The non-habitable portion of a building or structure to be used as an entrance foyer not exceeding 12 sq. metres in floor area;
  - (vi) A farm building other than a dwelling unit and any closed sided livestock housing structure;
  - (vii) A public recreation shelter on a park or playground;
  - (viii) *Minor Buildings*, such as storage buildings, less than 12 sq. metres in area;
  - (ix) On-loading and off-loading facilities associated with water-orientated industry and portable sawmills; and
  - (x) Manure pits.
- (b) The following development is exempt from the *Flood Construction Levels* specified in Section 6(a) of this Bylaw, subject to the following conditions:
- (i) Industrial uses shall be located above the topside of a wooden floor system or above the top of the *Pad* that is no lower than the *Designated Flood Level* (*Designated Flood Level = Flood Construction Level – Free Board (0.6 metres)*). Main electrical switchgear shall be no lower than the *Flood Construction Level*;
  - (ii) Closed sided livestock housing not protected by a standard dyke must be located with the underside of the wooden floor system or the top of the *Pad* no lower than 1.0 metre above the surrounding ground elevation or no lower than the *Flood Construction Level* specified in Section 6(a) of this Bylaw, whichever is less; and
- (c) Notwithstanding Section 6(a) and (b) of this bylaw no building or structure within the designated *Floodplain* of the Fraser River, as shown on Schedule “A” is permitted to be constructed with the underside of the floor system or the top of any pad supporting a *Habitable Area* (“the floor system”) at an elevation lower than 5.2 metres GSC.
- (d) Notwithstanding Subsection 6(a) and (b) of this bylaw, where a lot existed prior to the date of adoption of this bylaw and is protected by a dyke as shown on Schedule “A”, and where the difference between the 200 year flood construction level and the ground elevation exceeds 2.5 metres, and where the owner has entered into a Restrictive Covenant with the District of Mission in the form attached hereto as Appendix “A”, a single family residential use including a mobile or modular home may be constructed, reconstructed, moved or extended provided with the underside of the floor system, or any area used for habitation, business or storage of goods damageable by floodwaters, must be constructed or placed to a minimum elevation of two point five (2.5 metres) above the surrounding ground elevation, provided that any minimum ponding, elevation established by this bylaw is also met, as a minimum elevation.

**9. LOCAL EXEMPTION AREAS:**

The following Local Exemption Areas have been carried forward from District of Mission Zoning

Bylaw 1998 or were established at the previous ***Flood Construction Levels*** approved by the Province.

- (a) **Silver Creek Industrial Park Local Exemption Area:** The following is required for the Silver Creek Industrial Park Local Exemption Area, as shown on Schedule “A”:
- (i) A Site specific geotechnical report that the land may be used safely for the use intended. The report shall be prepared by a professional engineer or geoscientist with experience in geotechnical engineering;
  - (ii) The owner shall enter into the Silver Creek Industrial Park restrictive covenant attached as Appendix “B”, pursuant to Section 219 of the Land Title Act; and
  - (iii) Main electrical switch gear, hot water tanks and furnaces must meet *Flood Construction Levels*.
- (b) **London Avenue Local Exemption Area:** The following is required for the London Avenue Local Exemption Area shown on Schedule “A”:
- (i) The owner shall enter into the London Avenue restrictive covenant attached as Appendix “C”, pursuant to Section 219 of the Land Title Act.

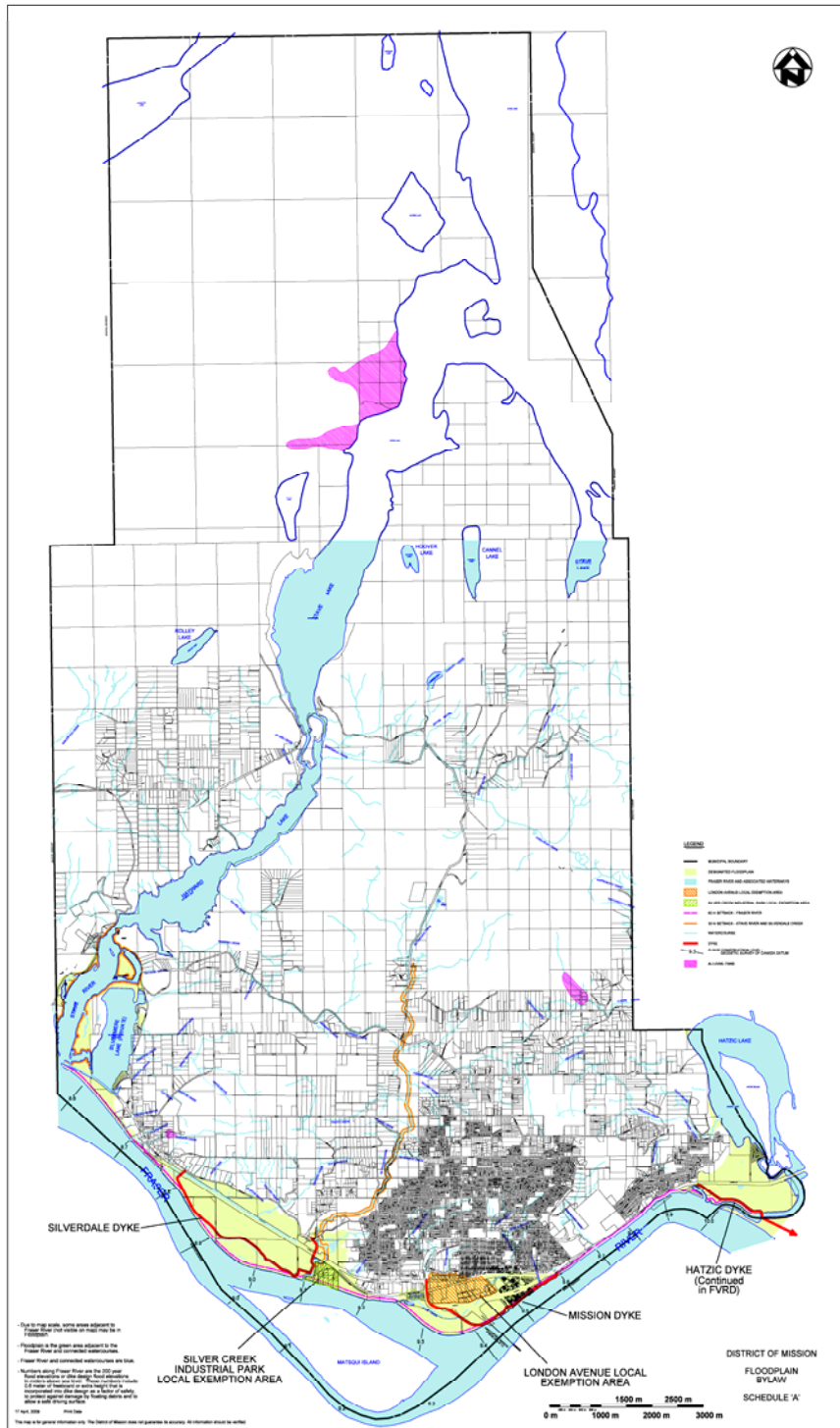
## 10. **SITE SPECIFIC EXEMPTIONS**

- (a) Pursuant to Section 910(5) of the Local Government Act, Council may exempt a person from meeting the requirements specified in Section 6(a), (b) and (c) of this bylaw in relation to a specific parcel of land or a use, building or other structure on the parcel of land if Council considers it advisable provided that:
- (i) The exemption is consistent with the Provincial Guidelines and as they may be amended from time to time;
  - (ii) Council has received a report that the land may be used safely for the use intended, which is certified by a person who is:
    - A professional engineer or geoscientist and experienced in geotechnical engineering; or
    - A person in a class prescribed by the minister under Subsection 910(7) of the Local Government Act;
  - (iii) The owner shall enter into a restrictive covenant under Section 219 of the Land Title Act, in the form attached hereto Appendix “D”; and
  - (iv) The application for exemption shall be in the form attached hereto as Appendix “E”.

## 11. **REPEALS**

Section 105.4 Floodproofing of District of Mission Zoning Bylaw 3143-1998 is hereby repealed in its entirety.

**SCHEDULE "A"**  
 (Full size copies available at the Planning Department)



**APPENDIX A**  
**2.5 ABOVE GRADE COVENANT**

LAND TITLE ACT  
**FORM C**

(Section 219.81)  
(REV. 05/92)

Province of British Columbia

**GENERAL INSTRUMENT - PART 1** (This area for Land Title Office Use) Page 01 of 02 pages

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

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

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3. NATURE OF INTEREST: \*  
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST  
(page and paragraph)

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

- (a) Filed Standard Charge Terms  D.F.No.  
(b) Express Charge Terms  Annexed as Part 2  
(c) Release  There is no Part 2 of this Instrument

A selection of (a) includes 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.

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5. TRANSFEROR(S): \*

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6. TRANSFEREE(S): (Including postal address(es) and postal code(s))\*

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7. ADDITIONAL OR MODIFIED TERMS:\*

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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.

Execution Date

Officer Signature(s)

Y M D

Party(ies) Signature(s)

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 attached schedule in Form E.

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

LAND TITLE ACT

FORM D

EXECUTIONS CONTINUED

Page 02 of 02 pages

		Execution Date	
Officer Signature	~ "	. Y. M. D.	Party(ies) Signature(s)
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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.

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

District of Mission 8645  
8645 Stave Lake Street  
Mission, B.C. V2V 4L9

(hereinafter called the "District")

OF THE SECOND PART

**WHEREAS** the Covenantor is the registered owner in fee simple of the lands in the Province of British Columbia, more particularly known and described as:

(the "Lands");

**AND WHEREAS** the Covenantor has applied to the District for a building permit for a single family dwelling on a lot that existed prior to the adoption of the District of Mission Floodplain Management Bylaw 4027, 2007 in an area that is subject to flooding and protected by a dyke;

**AND WHEREAS** the Floodplain Management Bylaw permits the construction of a single family dwelling on the Lands at an elevation that does not comply with the flood construction level requirements of the Bylaw, subject to certain conditions including the granting of a covenant to the District;

**AND WHEREAS** Section 219 of the *Land Title Act* provides that there may be registered as a charge against the title to any lands a covenant in favour of a local government including provisions in respect of the use of a building on or to be erected on land, and that land is to be built on in accordance with the covenant, or is not to be built on except in accordance with the covenant;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada and other good and valuable consideration provided by the District to the Covenantor, the receipt of which is hereby acknowledged, the Covenantor does hereby covenant and agree with the District under Section 219 of the *Land Title Act* as follows:

1. In this Agreement:

"Building" means the single family dwelling, the construction of which is authorized by the Building Permit;

"Building Permit" means District Building Permit No. (\* - insert number), issued for the construction of the Building;

"Habitable Area" means any enclosed space within a building with headroom greater than 1.5 metres and includes any room or space within a building or structure that is or can be used for dwelling purposes, human occupancy, or storage of goods, but does not include an entrance foyer with an area of 12 square metres or less, or an area used for automobile parking with an area of 110 square metres or less.

"Natural Boundary" has the meaning prescribed by the *Land Act*, and

"Standard Dyke" has the meaning prescribed by the District of Mission Floodplain Management Bylaw 4027-2007.

2. The Covenantor agrees and covenants that hereafter,

- (a) No part of the Building shall be constructed, reconstructed, moved, extended or located within \_\_\_\_\_metres, measured horizontally, of the Natural Boundary of (name of watercourse) ;
- (b) No Habitable Area in the Building shall be located at an elevation such that the underside of the floor system or top of concrete slab supporting the area is less than 2.5 metres above the highest ground elevation measured at the perimeter of the Building (the "Required Elevation) nor less than 5.2 metres GSC;
- (c) The Required Elevation may be achieved by structural elevation of the Habitable Area, or by adequately compacted landfill on which the Building is to be constructed or located or by a combination of both structural elevation and landfill. Where landfill is used to raise the natural ground elevation to the Required Elevation, the face of the landfill slope shall be adequately protected against erosion from flood flows; and
- (d) In the case of a mobile, modular or manufactured home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the Required Elevation.

3. IT IS UNDERSTOOD AND DECLARED by the Covenantor that:

- (a) There is a potential flood danger to the Lands;
- (b) The Required Elevation is lower than the level to which flooding could occur during a one-in-200 year flood in the area of the Lands; and

- (c) The District has not represented to the Covenantor, or any other person, that the Lands or any portion thereof, any building constructed or placed thereon or the contents thereof will not be damaged by flooding whether or not the provisions of this Covenant are complied with.
4. The covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Covenantor shall accrue solely to the District and that this Covenant may be modified by agreement of the District and the Covenantor, or discharged by the District, pursuant to the provisions of Section 219 (9) of the *Land Title Act*.
5. The Covenantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, acknowledges that the District does not represent to the Covenantor, or to any other person, that any building, mobile, modular or manufactured home or unit, improvement, chattel or other structure, including the contents or occupants of any of them, built, constructed or placed on the lands, will not be damaged or injured by flooding or erosion.
6. The Covenantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the District, hereby:
  - (a) Agrees to indemnify and to save harmless the District and its employees, officers, directors, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the District or any of its employees, officers, directors, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Covenantor or his heirs, executors, administrators, successors and assigns contained in this Agreement, or arising out of or in connection with any personal injury, death or loss or damage to any building, , mobile, modular or manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by flooding, erosion or some such similar cause; and
  - (b) Does remise, release and forever discharge the District and its employees, officers, directors, servants or agents from all manner of actions, causes of action, suits, debts, accounts, covenants, contracts, claims and demands which the Covenantor or any of his heirs, executors, administrators, successors and assigns may have against the District and their employees, officers, directors, servants or agents for and by reason of any personal injury, death or loss or damage to the Lands or to any building, , mobile, modular or manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the lands caused by flooding, erosion or some such similar cause.
7. Subject to the provisions of Section 219 of the *Land Title Act*, the Covenantor's covenants contained in this Agreement shall burden and run with the Lands and shall enure to the benefit of and be binding upon the Covenantor, his heirs, executors, administrators, successors and assigns and the District and their assigns.
8. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of



the District in relation to the Covenantor, including his heirs, executors, administrators, successors and assigns, or the Lands, under any law, bylaw, order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by the District as if this Agreement had not been made by the parties.

9. The Covenantor will do or cause to be done at his expense all acts reasonably necessary for the District to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the District and those specifically approved in writing by the District.
10. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219(9) of the *Land Title Act*.
11. The Covenantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
12. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context required otherwise.
13. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
14. This agreement shall be interpreted according to the laws of the Province of British Columbia.
15. Where there is a reference to an enactment of the District or the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia or the District of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

**IN WITNESS WHEREOF** and as evidence of their agreement to be bound by the terms of this instrument, the parties hereto acknowledge that this Agreement has been duly executed and delivered by the parties by executing the Form C that is attached hereto and forms part of this Agreement. .

**CONSENT AND PRIORITY AGREEMENT**

(liens, charges and encumbrances)

**THE BANK OF \_\_\_\_\_** being the holder of the following registered charge, **HEREBY CONSENTS TO** the granting of the within Restrictive Covenant and agrees that the same shall be binding upon and take priority over its interest on or charge upon the Lands and the Lots:

Type of Charge \_\_\_\_\_ Registration Number of Charge

As evidence of its agreement to be bound by the terms of this instrument, the Bank \_\_\_\_\_ has executed the Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT

**APPENDIX B**  
**SILVER CREEK INDUSTRIAL PARK COVENANT**

*LAND TITLE ACT*  
FORM C  
(Section 233)  
Province of British Columbia

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

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

\_\_\_\_\_  
Signature of Applicant's Solicitor or Agent

File No.: \_\_\_\_\_  
LTO Client No.: \_\_\_\_\_  
Agent: \_\_\_\_\_

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

3. NATURE OF INTEREST: \*

<i>DESCRIPTION</i> <i>(page and paragraph)</i>	<i>DOCUMENT REFERENCE</i>	<i>PERSON ENTITLED TO INTEREST</i>
---	---------------------------	------------------------------------

Section 219 Covenant (Floodplain Construction Condition and Indemnity) Pages \_\_\_\_ to \_\_\_\_

Transferee

Priority Agreement granting Section 219 Covenant \_\_\_\_\_ priority over Mortgage \_\_\_\_\_ and Assignments of Rent \_\_\_\_\_

Page \_\_\_\_ Transferee

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

- (a) Filed Standard Charge Terms  D.F. No.  
(b) Express Charge Terms  Annexed as Part 2  
(c) Release  There is no Part 2 of this instrument

A selection of (a) includes 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): \*

**OWNER NAME**

**(BANK)**

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

**DISTRICT OF MISSION**, a municipal corporation, P.O. Box 20, 8645 Stave Lake Street, Mission, British Columbia, V2V 4L9

7. ADDITIONAL OR MODIFIED TERMS:\*

NOT APPLICABLE

---

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	Transferor Signature(s)			
<hr/> <i>[name]</i> (as to the signature of only or as to both signatures)	<table border="1"><tr><td></td><td></td><td></td></tr></table>				<hr/> <i>[name]</i> by its authorized signatory(ies)
<hr/> <i>[name]</i>  (as to the signature of Dennis Clark)	<table border="1"><tr><td></td><td></td><td></td></tr></table>				<p data-bbox="1040 827 1317 858">Transferee Signature(s)</p> <p data-bbox="930 928 1333 993"><b>DISTRICT OF MISSION</b> by its authorized signatories</p> <hr/> <p data-bbox="930 1098 1138 1163"><b>JAMES ATEBE</b> Mayor</p> <hr/> <p data-bbox="930 1268 1308 1329"><b>DENNIS CLARK</b> Director, Corporate Administration</p>

**SEE FORM D**

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. 1996, c. 124, 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.

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

---

Officer Signature(s)

Transferor/Borrower/Party  
Signature(s)

Y	M	D

**BANK OR CREDIT UNION**  
by its authorized signatories

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

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

(as to the signature of  
  
only, or as to all signa-  
tures)

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

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. 1996, c. 124, 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.

## TERMS OF INSTRUMENT PART 2

### COVENANT

(Section 219 *Land Title Act*)

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_;

BETWEEN:

, British Columbia

(hereinafter called the "Developer")

AND:

#### **DISTRICT OF MISSION**

a Municipal Corporation under the "*Community Charter*"  
P.O. Box 20  
8645 Stave Lake Street  
Mission, British Columbia  
V2V 4L9

(hereinafter called the "Municipality")

#### **WHEREAS:**

- A. The Developer is the owner of or has an equity of redemption in that parcel of land and premises situate in the District of Mission, in the Province of British Columbia, and more particularly described as:

##### **Parcel Identifier:**

Lot \_\_, Section \_\_, Township \_\_,  
New Westminster District, Plan \_\_\_\_\_

(hereinafter called the "Lands");

- B. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on or that land is not to be subdivided except in accordance with the covenant, in favour of a Municipality or the Crown, may be registered as a charge against the title to that land; and,
- C. The building to be constructed on the Lands is or is proposed to be constructed in a floodplain, and consequently may be subject to flooding.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises and the sum of One Dollar (\$1.00) now paid

to the Developer by the Municipality (the receipt and sufficiency whereof is hereby acknowledged by the Developer), the parties hereto covenant and agree each with the other as follows:

1. **THE DEVELOPER COVENANTS, ACKNOWLEDGES AND AGREES** with the Municipality that:
  - (a) the proposed building shall not be built on the Lands except in accordance with this Covenant;
  - (b) the Developer has been advised that:
    - (i) the Lands and proposed building are, or could reasonably be expected to be, subject to flooding;
    - (ii) the proposed building must be constructed in accordance with the terms and conditions of Building Permit No. \_\_\_\_\_ issued by the Municipality, that incorporates the conditions and limitations for safe use of the Lands and building as contained in the Geotechnical report dated \_\_\_\_\_ prepared by \_\_\_\_\_, a copy of which is attached as Schedule A; and
    - (iii) the proposed building must be constructed to the minimum geodetic level or levels for construction that are contained in the aforesaid Geotechnical report,
  - (c) prior to construction of the proposed building, the Developer hereby, through this covenant, saves harmless and effectually indemnifies the Municipality against all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomever brought by reason of the issuance of a building permit and approval of final inspection covering the Lands and the construction, reconstruction, alteration or placement of the proposed building, or any building or structure upon the Lands and, without limiting the generality of the foregoing, for any damages to the premises or their contents or any personal injury caused directly or indirectly by flooding or erosion resulting from the construction of any building on the Lands in the floodplain;
  - (d) in the event any person is injured, or the Lands, or any building or structure or any part or contents thereof located on the Lands is damaged, by flooding or erosion, the Developer shall not commence any legal proceedings or third party proceedings against the Municipality related to such injury or damage, AND the Developer hereby releases the Municipality from liability for any such claims which the Developer now has or hereafter may have; and,
  - (e) the Developer will pay to the Municipality, immediately after execution of this Agreement, the legal fees incurred by the Municipality in the preparation and registration of this Agreement; and
  - (f) the Developer will, at the expense of the Developer, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster Land Title Office save and except those specifically approved in writing by the Municipality or in favour of the Municipality.
2. **IT IS MUTUALLY UNDERSTOOD**, agreed and declared by and between the parties

hereto that:

- (a) nothing contained or implied herein shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Developer;
- (b) the covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Developer herein shall accrue solely to the Municipality and that this Agreement may be modified by agreement of the Municipality with the Developer, or discharged by the Municipality, pursuant to the provisions of Section 219(9) of the *Land Title Act*;
- (c) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require; and, where the Developer consists of more than one person, the term "Developer" shall mean all such persons jointly and severally;
- (d) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns; and
- (e) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

As evidence of their agreement to be bound by the above terms, the parties have executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.



**PRIORITY AGREEMENT**

In consideration of the premises and the sum of One Dollar (\$1.00) now paid to **BANK/CREDIT UNION** (Registration No. \_\_\_\_\_) (the "Chargeholder") by the Transferee, the receipt and sufficiency of which is hereby acknowledged, the Chargeholder, as the holder of a mortgage (the "Mortgage") [and an Assignment of Rents] encumbering the Lands and registered in the New Westminster Land Title Office under number[s] \_\_\_\_\_ [and] \_\_\_\_\_, [respectively,] hereby approves of, joins in and consents to the granting of the within Agreement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Mortgage [and Assignment of Rents] in the same manner and to the same effect as if it had been dated and registered prior to the Mortgage [and Assignment of Rents].

**IN WITNESS WHEREOF** the Chargeholder has executed this Priority Agreement by executing the Form D to which this Priority Agreement is attached.

**SCHEDULE A**  
**GEOTECHNICAL REPORT**

**END OF DOCUMENT**

**APPENDIX C  
LONDON AVENUE COVENANT**

*LAND TITLE ACT*  
FORM C  
(Section 233)  
Province of British Columbia

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

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

\_\_\_\_\_  
Signature of Applicant's Solicitor or Agent

File No.: \_\_\_\_\_  
LTO Client No.: \_\_\_\_\_  
Agent: \_\_\_\_\_

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

3. NATURE OF INTEREST:\*

*DESCRIPTION* (*page and paragraph*)      *DOCUMENT REFERENCE* *PERSON ENTITLED TO INTEREST*

Section 219 Covenant (Flooding Elevation and Indemnity)      Pages \_\_\_ to \_\_\_      Transferee

Priority Agreement granting Section 219 Covenant \_\_\_\_\_ priority over Mortgage \_\_\_\_\_ and Assignments of Rent \_\_\_\_\_      Page \_\_\_\_      Transferee

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

- (a) Filed Standard Charge Terms       D.F. No.  
(b) Express Charge Terms       Annexed as Part 2  
(c) Release       There is no Part 2 of this instrument

A selection of (a) includes 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):\*

**OWNER NAME**  
**(BANK)**

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

**DISTRICT OF MISSION**, a municipal corporation, P.O. Box 20, 8645 Stave Lake Street, Mission, British Columbia, V2V 4L9

7. ADDITIONAL OR MODIFIED TERMS:\*

NOT APPLICABLE

---

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)  _____ <i>[name]</i>  (as to the signature of  only or as to both sig- natures)	<b>Execution Date</b> <table border="1" style="width: 100%; height: 100%;"><tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr></table>				Transferor Signature(s)  <i>[name of owner]</i> by its authorized signatory(ies)  _____ <i>[name]</i>
_____ <i>[name]</i>  (as to the signature of  Dennis Clark)	<table border="1" style="width: 100%; height: 100%;"><tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr></table>				Transferee Signature(s)  <b>DISTRICT OF MISSION</b> by its authorized signatories  _____ <b>JAMES ATEBE</b> Mayor  _____ <b>DENNIS CLARK</b> Director, Corporate Administra- tion

**SEE FORM D**

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. 1996, c. 124, 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.

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

---

Officer Signature(s)

Transferor/Borrower/Party  
Signature(s)

Y	M	D

**BANK OR CREDIT UNION**  
by its authorized signatories

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

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

(as to the signature of

only, or as to all signa-  
tures)

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

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. 1996, c. 124, 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.

**TERMS OF INSTRUMENT PART 2**

**COVENANT**

(Section 219 *Land Title Act*)

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_;

BETWEEN:

\_\_\_\_\_, British Columbia

(hereinafter called the "Developer")

AND:

**DISTRICT OF MISSION**

a Municipal Corporation under the "*Community Charter*"  
P.O. Box 20  
8645 Stave Lake Street  
Mission, British Columbia  
V2V 4L9

(hereinafter called the "Municipality")

**WHEREAS:**

- A. The Developer is the owner of or has an equity of redemption in that parcel of land and premises situate in the District of Mission, in the Province of British Columbia, and more particularly described as:

**Parcel Identifier:**

Lot \_\_, Section \_\_, Township \_\_,  
New Westminster District, Plan \_\_\_\_\_

(hereinafter called the "Lands");

- B. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on or that land is not to be subdivided except in accordance with the covenant, in favour of a Municipality or the Crown, may be registered as a charge against the title to that land; and,
- C. The building to be constructed on the Lands is or is proposed to be constructed below the floodplain elevation calculated for the Fraser River and consequently may be subject to flooding.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises and the sum of One Dollar (\$1.00) now paid to the Developer by the Municipality (the receipt and sufficiency whereof is hereby acknowledged by the Developer), the parties hereto covenant and agree each with the other as follows:

3. **THE DEVELOPER COVENANTS, ACKNOWLEDGES AND AGREES** with the Municipality that:

- (a) the proposed building shall not be built on the Lands except in accordance with this Covenant;
  - (b) the Developer has been advised that:
    - (i) the Lands and proposed building are, or could reasonably be expected to be, subject to flooding; and,
    - (ii) the proposed building floor elevation is below the minimum floodplain elevation calculated for the Fraser River floodplain and consequently the building may be subject to flooding;
  - (c) prior to construction of the proposed building, the Developer hereby, through this covenant, saves harmless and effectually indemnifies the Municipality against all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomever brought by reason of the issuance of a building permit and approval of final inspection covering the Lands and the construction, reconstruction, alteration or placement of the proposed industrial building, or any building or structure upon the Lands and, without limiting the generality of the foregoing, for any damages to the premises or their contents or any personal injury caused directly or indirectly by flooding or erosion resulting from the construction of any building on the Lands below the minimum floodplain elevation;
  - (d) in the event any person is injured, or the Lands, or any building or structure or any part or contents thereof located on the Lands is damaged, by flooding or erosion, the Developer shall not commence any legal proceedings or third party proceedings against the Municipality related to such injury or damage, AND the Developer hereby releases the Municipality from liability for any such claims which the Developer now has or hereafter may have; and,
  - (e) the Developer will pay to the Municipality, immediately after execution of this Agreement, the legal fees incurred by the Municipality in the preparation and registration of this Agreement; and
  - (f) the Developer will, at the expense of the Developer, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster Land Title Office save and except those specifically approved in writing by the Municipality or in favour of the Municipality.
4. **IT IS MUTUALLY UNDERSTOOD**, agreed and declared by and between the parties hereto that:
- (a) nothing contained or implied herein shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Developer;
  - (b) the covenants set forth herein shall charge the Lands pursuant to Section 219 of the Land Title Act and shall be covenants the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Developer herein shall accrue solely to the Municipality and that this Agreement may be modified by agreement of the Municipality with the Developer, or discharged by the Municipality, pursuant to the provisions of Section 219(9) of the Land Title Act;
  - (c) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require; and, where the Developer consists of more than one person, the term "Developer" shall mean all such persons jointly and severally;

- (d) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns; and
- (e) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

As evidence of their agreement to be bound by the above terms, the parties have executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

**END OF DOCUMENT**



**PRIORITY AGREEMENT**

In consideration of the premises and the sum of One Dollar (\$1.00) now paid to **BANK/CREDIT UNION** (Registration No. \_\_\_\_\_) (the "Chargeholder") by the Transferee, the receipt and sufficiency of which is hereby acknowledged, the Chargeholder, as the holder of a mortgage (the "Mortgage") [and an Assignment of Rents] encumbering the Lands and registered in the New Westminster Land Title Office under number[s] \_\_\_\_\_ [and] \_\_\_\_\_, [respectively,] hereby approves of, joins in and consents to the granting of the within Agreement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Mortgage [and Assignment of Rents] in the same manner and to the same effect as if it had been dated and registered prior to the Mortgage [and Assignment of Rents].

**IN WITNESS WHEREOF** the Charge holder has executed this Priority Agreement by executing the Form D to which this Priority Agreement is attached.

**END OF DOCUMENT**

**APPENDIX D**

**SITE SPECIFIC EXEMPTION COVENANT**

THIS AGREEMENT dated this XXX day of XXX, 20XX.

BETWEEN

(\*) NAME OF TRANSFEROR  
(address, including postal code)

(hereinafter called the "Transferor")

AND

**DISTRICT OF MISSION**

a Municipal Corporation under the "*Community Charter*"  
P.O. Box 20  
8645 Stave Lake Street  
Mission, British Columbia  
V2V 4L9

(hereinafter called the "Municipality")

(hereinafter called the "Transferee")

WHEREAS

A. Pursuant to Section 219 of the Land Title Act there may be registered as a charge against the title to land that is being or has been registered a condition or covenant in favour of the Crown or of a Crown Corporation or agency or of a municipality or a regional district;

B. The Transferor is the registered owner of ALL AND SINGULAR that certain parcel or tract of land and premises situated in the District of Mission in the Province of British Columbia, and legally described as:

(\*) LEGAL DESCRIPTION

(hereinafter called the "Lands")

C. The Transferor has applied to the Transferee for a building permit for the XXXXXX;

C. The Transferor has submitted a request for a Site Specific Exemption in accordance with Section 10 the District of Mission Flood Management Bylaw 4027-2007, and pursuant to Section 910(5) of the Local Government Act.

D. The Transferor has submitted the Geotechnical Report (as herein defined) in accordance with Section 910 Local Government Act and has offered a covenant to be registered pursuant to Section 910 of the Local Government Act; and

1. District of Mission Council is agreeable to granting the request for the Site Specific Exemption pursuant to District of Mission Flood Management Bylaw and Section 910(5) of

the Local Government Act based on the geotechnical report.

NOW THEREFORE THIS COVENANT WITNESSETH that in consideration of the premises, the sum of ONE (\$1.00) DOLLAR of lawful money of Canada paid by the Transferee to the Transferor and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Transferor), the Transferor for itself and its successors and assigns, hereby covenants, promises and agrees, pursuant to Section 219 of the Land Title Act, R.S.B.C. 1996, c. 250 and amendments thereto (it being the intention of the Transferor that the covenant herein contained shall be annexed to and run with the Lands), that:

#### Definitions

1. In this Agreement:
  - (a) "Building" means that certain XXXXXXXX, the construction of which is to be authorized by the Building Permit;
  - (b) "Building Permit" means District of Mission Building Permit No. (\* - insert number), issued for the construction of the Building; and
  - (c) "Geotechnical Report" means that certain document entitled XXXXXXXX dated XXX XXX prepared by XXXXXXXX under project number XXXXXX, copies of which are attached to this covenant as Schedule A.

#### Construction and Use

2. The Transferor will not build on the Lands, use the Lands, build the Building or use the Building except for the purposes and in the manner described in the Geotechnical Report.
3. The structures specified in the Geotechnical Report as necessary for safe use of the Lands and of the Building shall be constructed and maintained as set out in the Geotechnical Report until the removal of the Building.

#### Enforcement

4. The Transferor will reimburse the Transferee for any and all expenses that may be incurred by the Transferee as a result of the breach of this covenant, including all legal and administrative costs related thereto, and all costs of a professional engineer with experience in geotechnical engineering. The Transferor shall make payment in full to the Transferee within 30 days of the receipt of a demand in writing from the Transferee.

#### No Representations

5. The Transferor acknowledges that the Transferee does not represent to the Transferor or any person that the Lands, the Building or any users of the Lands or the Building will not be damaged by geotechnical hazards or otherwise, whether or not the actions specified in the geotechnical Report are carried out.

#### Release and Indemnity

6. The Transferor hereby:

- (a) releases, and covenants and agrees to release;
- (b) indemnifies, protects and saves harmless, and covenants and agrees to indemnify, protect and save harmless;

the Transferee from and against any action, cause of action, claim and demand of every kind, description and nature whatsoever arising out of or in any way due to or in any way related to:

- (c) the issuance of the Building Permit, or
- (d) the construction authorized by the Building Permit, or
- (e) the existence of this covenant, or
- (f) any breach of this covenant, or
- (g) the use of the Lands or of the Building, or
- (h) any combination of the above.

#### Runs with the Lands

7. The covenants set forth herein shall charge the Lands pursuant to Section 219 of the Land Title Act and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof and shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee-simple of the Lands but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners of the lands or any portion thereof.

#### Registration

8. Following execution of this covenant, the Transferor will do all that is necessary to ensure that this covenant is registered against title to the Lands, with priority over all financial charges, at the Transferor's expense. Following registration of this covenant, the Transferor shall provide the Transferee with registration particulars in due course.

#### Discharge of Covenant

9. Pursuant to Section 219 of the Land Title Act, the Transferee may authorize the discharge of the covenant and the Transferor shall be responsible for preparing and registering the discharge documents at the Transferor's sole expense.

#### Municipal Power

10. Nothing contained or implied herein shall prejudice or affect the Transferee's rights and

powers in the exercise of its functions pursuant to the Community Charter or the Local Government Act or its rights and powers under all private and public statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this covenant had not been executed and delivered by the Transferor. Nothing in this covenant shall be taken as in any way limiting or abrogating the duty of the Transferor to comply with the Transferee's zoning, charging and all other bylaws.

#### Waiver

11. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party. Waivers shall be set forth in writing and duly executed by each of the parties hereto.

#### Miscellaneous

12. Whenever the singular or masculine is used in this covenant, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires. Every reference to each party is deemed to include the heirs, executors, administrators, elected officials, successors, assigns, employees, agents, officers, and invitees of such party. If any section, subsection, sentence, clause or phrase of this covenant is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this covenant. This covenant shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns notwithstanding any rule or law or equity to the contrary. This covenant shall be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this covenant by executing, and by causing their respective seals to be affixed personally or under the hands of their proper officers duly authorized in that behalf, on the Forms C and D which form and constitute a part hereof.

SCHEDULE A  
GEOTECHNICAL REPORT

END OF DOCUMENT

**APPENDIX E**

**District of Mission**

**REQUEST FOR SITE SPECIFIC EXEMPTION**

Floodplain Management Provisions

Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

Legal Description of Property:

\_\_\_\_\_  
*(Lot, Block, Legal Subdivision) Section, Plan, Township, Range, Land District, PID No.)*

PROPOSED DEVELOPMENT:

\_\_\_\_\_

Name of Adjacent Watercourse or Body of Water:

\_\_\_\_\_

Flood Construction Level in Bylaw: \_\_\_\_\_

Flood Construction Level Requested: \_\_\_\_\_

Floodplain Setback in Bylaw: \_\_\_\_\_

Floodplain Setback Requested: \_\_\_\_\_

ENCLOSED ARE: (check where provided, provision of all of this information will facilitate processing of application)

\_\_\_\_\_ Legal map of property

\_\_\_\_\_ Map indicating property location and relationship of proposed building to adjacent watercourse

\_\_\_\_\_ Photos of property (proposed building location, adjacent existing development, river-bank, areas, etc)

\_\_\_\_\_ Engineers report as per

\_\_\_\_\_ Other information pertinent to this application

REASONS FOR APPLICATION:

\_\_\_\_\_

\_\_\_\_\_

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DATE OF APPLICATION: \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

READ A FIRST TIME this 7<sup>th</sup> day of July, 2008

READ A SECOND TIME this 7<sup>th</sup> day of July, 2008

READ A THIRD TIME this 7<sup>th</sup> day of July, 2008

ADOPTED this 2<sup>nd</sup> day of September, 2008

original signed by Mayor James Atebe  
MAYOR

original signed by Dennis Clark  
DIRECTOR OF CORPORATE  
ADMINISTRATION