

STANDARD CHARGE TERMS

Filed By: The District of Highlands

WHEREAS:

- A. The Transferor is the registered owner of the land legally described in the General Instrument – Part 1 (*Land Title Act* Form C) attached to and forming part of this Agreement (the “**Lands**”);
- B. The Transferee is a municipality duly incorporated pursuant to the laws of the Province of British Columbia and whose jurisdiction includes the Lands;
- C. The Transferee’s Zoning Bylaw No. 100 (the “**Zoning Bylaw**”) establishes a density benefit scheme to which the Lands are subject, permitting an owner to build an accessory dwelling unit on a lot if the owner grants to the Transferee a covenant pursuant to section 219 of the *Land Title Act* prohibiting accessory dwelling units from being subdivided in any way from the principal dwelling unit;
- D. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of a municipality in respect of the use of land, the building on land, the subdivision of land, and the preservation of land or a specific amenity on land; and
- E. The Transferor wishes to construct an accessory dwelling unit (the “**Accessory Dwelling Unit**”) and has agreed to grant to the Transferee this Agreement pursuant to the Zoning Bylaw.

NOW THEREFORE in consideration of the premises and the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Transferor covenants and agrees, pursuant to Section 219 of the *Land Title Act* as follows:

- 1. **Definitions** – In this Agreement the following words and phrases have the following meanings:
 - a. “**subdivide**” means to divide, apportion, or subdivide the Lands or any building on the Lands, or the ownership or right to possession or occupation of the Lands or any building on the Lands, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise,

under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or a “shared interest in land” as defined in the *Real Estate Development Marketing Act*.

2. **RESTRICTIONS ON THE LANDS** – the Lands must not be used, built upon, or subdivided in any way other than in accordance with this Agreement.
3. **SUBDIVISION RESTRICTION** – The Lands, and any building on the Lands, must not be subdivided in any manner that results in the Accessory Dwelling Unit being subdivided from the principal residential dwelling on the Lands.
4. **MUNICIPAL PERMITS** – the Transferor agrees that the Transferee may withhold building permits and certificates of occupancy with respect to any building or other structure from time to time constructed or proposed to be constructed on the Lands, as the Transferee may, in its sole discretion, consider necessary to ensure compliance with this Agreement.
5. **REGISTRATION** – The Transferor agrees to do everything necessary, at the Transferor’s expense, to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant, including all options to purchase, rights of first refusal, profits a prendre, mortgages and assignments of rents.
6. **SEVERANCE** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion will be severed and that finding of invalidity will not affect the validity of the remainder of the Agreement.
7. **RUNS WITH LANDS** – This Agreement burdens and runs with, and binds the successors in title to, the Lands and each and every part into which the Lands may be subdivided by any means (including by deposit of a strata plan of any kind under the *Strata Property Act*).
8. **RELEASE & IDEMNITY** – The Transferor hereby releases, indemnifies, and saves harmless the Transferee, its elected officials, officers, employees, and agents from and against any and all manner of actions, causes of action, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomever brought, of whatsoever kind and howsoever arising out of or in any way due to or relating to the granting of the covenants in this Agreement or any breach of this Agreement by the Transferor.

9. **FURTHER ASSURANCES** – The Transferor must execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.
10. **WAIVER** – Waiver by the Transferee of any default by the Transferor is not a waiver of any subsequent default.
11. **ENUREMENT** – This Agreement enures to the benefit of the Transferee and is binding on the Transferor and their respective successors and permitted assigns.
12. **INTERPRETATION** –In this Agreement:
- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - b. article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - c. the term “enactment” has the meaning given to it under the *Interpretation Act* on the reference date of this Agreement;
 - d. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - e. reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
 - f. reference to a particular numbered section, or to a particular lettered schedule, is, unless otherwise expressly provided, a reference to the correspondingly numbered section or lettered schedule of this Agreement; and
 - g. where the word "including" is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word "including".
13. **Execution** – As evidence of their intention to be bound by the terms of this instrument, the Transferor has executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

END OF SET