

This information brochure is intended to provide the homeowner, builder, property owner, developer and realtor with specific information regarding the Lower Hammond Area.

Anticipated Concerns:

1. The type of fill material quality must be adequate for structural (geotechnical) engineering purposes and must meet the standards for quality of fill material as specified in the City Soils Deposit Bylaw. Contaminated soils may NOT be used at all.
2. The fill load on any given parcel of land will impact on adjoining properties, buildings and services. The placement of fill and the siting of the building or addition must be performed under direct supervision of Professional Engineers specialized in structural and geotechnical engineering.
3. The fill and building weight will impact on the subsurface water flow and drainage patterns of the area. You can compare this phenomenon with a water logged sponge. The more pressure you apply to the upper surface of the sponge, the greater water discharge will occur out of the sponge. The Hammond area soils act in a similar manner and you will be required to provide hydrological analysis, prepared by a Professional Engineer, verifying that the anticipated load on the existing soils does NOT impact on the subsurface hydrology or propose an acceptable engineered design intended to deal with this issue.

Lower Hammond Covenant:

The Covenant has been designed to provide the City with adequate legal assurances that the current and subsequent lot owner(s) will be aware of the flood conditions affecting his or her property and residence. This covenant will be given to the applicant when applying for a building permit, including a building addition, for a residential dwelling unit (note: an accessory garage building is exempt from this requirement) or when the applicant wishes to extend City services to be able to build upon the lot. This covenant is commonly referred to as a "Section 219" Covenant and refers to the specific section of the "Land Title Act" which permits the registration of a charge against the title of any piece of land.

The Covenant contains important information:

1. The potential flood proofing of any dwelling may consist of elevating the land by placement of fill and or a combination of fill and structural building elevation limited in use and design per requirements of the Covenant (i.e. quality fill, no impact on subsurface hydrological drainage patterns, no impact on surrounding services and or buildings, etc.).
2. The Covenant also identifies that a hydrological report be prepared to address the potential subsurface drainage concerns, intended to minimize any potential drainage concerns affecting the neighbourhood and municipal services (including roads).
3. Once you have made an application for a building permit (including a building addition) you will be required to execute and register the "Section 219" Covenant. NO building permit will be issued until you have provided the City with proof of Covenant registration from the Land Title Office.

Summary of Lower Hammond Area Requirements

When you are proposing to build a new dwelling, add to an existing dwelling or provide services to un-serviced lots in the Lower Hammond area, be aware that you must be able to satisfy the following requirements:

1. Provide Professional Engineering reports and designs illustrating:

- a) Geotechnical adequacy of fill and soils for the anticipated building and structural design verification
- b) Hydrological subsurface drainage concerns eliminated or minimized
- c) Quality of fill material which meets the Soil Deposit Bylaw requirements

2. The homeowner, builder or duly designated agent must:

- a) Provide house plans identifying structural and geotechnical Engineers approval
- b) Provide Schedules from the Registered Professionals (Engineers) in the form prescribed in the current edition of the BC Building Code
- c) Complete Appendix J (Flood Hazard and Risk Assurance Statement) provided in APEGBC's "Professional practice Guidelines – Legislated Flood Assessments in a Changing Climate in BC"
- d) Obtain a copy of the "Section 219" Covenant and ensure that this document is executed and registered prior to permit issuance.

Stephen Côté-Rolvink, RBO, CRBO
Manager, Inspection Services

TO: Building Permit or Site Servicing Applicants
FROM: Manager of Inspection Services
DATE:
SUBJECT: Lower Hammond Area Covenant

The attached covenant is to be completed and executed by you and the City. Please read the covenant carefully and follow the covenant requirements. The Information Brochure provides pertinent information that you are required to supply (i.e. Soils Engineer's report, Hydrological Engineer's report, etc.).

It is our recommendation that you retain the services of a legal professional, such as a Lawyer or Notary Public, to assist you in the completion of the covenant execution by yourself and the City, and registration of the same. The covenant form must be correctly filled out and all information must be completed in accordance with the specific legal information of your property, as filed at the Land Titles Office. The fee for this type of service, in our estimation, will range from \$150 to \$300 (to be confirmed with your legal counsel).

You are required to execute and register three (3) copies of the covenant. One (1) copy is to be left at the Land Titles Office in New Westminster, one (1) copy is to be returned to the City and one (1) copy is for your records.

No Building Permit will be issued or site servicing permit approved, until such time as the City has been supplied with a registered original copy of the covenant.

Stephen J. Côté-Rolvink, RBO, CRBO
Manager of Inspection Services
Local Safety Manager
Chief Building Official

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)

Phone:

Applicant or Solicitor's Signature

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

3. NATURE OF INTEREST:*

Description

Document Reference
(page and paragraph)

Person Entitled to
Interest

Section 219 Covenant**Whole Document****Transferee**

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

(a) File Standard Charge Terms

(b) Express Charge Terms

(c) Release

X

____ D.F. No.

Annexed as Part 2

There is no Part 2 of this Instrument

A selection of (a) include 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):*

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

THE CITY OF MAPLE RIDGE

11995 Haney Place

Maple Ridge, BC, V2X 6A9

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia
GENERAL INSTRUMENT-PART 1

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

Party(ies) Signature(s)

Name:

_____, 20__

Name:

Name:

(as to both signatures)

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.

LAND TITLE ACT
FORM E

SCHEDULE

Enter the required information in the same order as the information must appear on the Freehold Transfer from, Mortgage form or General Document form

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

Name:

_____, 20__

THE CITY OF MAPLE RIDGE by its
authorized signatories:

Name:

(as to both signatures)

Name:

SAMPLE

THIS AGREEMENT MADE THE _____ DAY OF _____, 20____

BETWEEN:

(Owner)

(hereinafter called the "Grantor")

AND:

THE CITY OF MAPLE RIDGE

11995 Haney Place
Maple Ridge, BC, V2X 6A9

(hereinafter called the "Grantee")

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

(PID)

(Legal)

(hereinafter called the "Lands")

AND WHEREAS the Grantor has made application to the Grantee for a building permit for the construction of a new habitable building on the Lands.

AND WHEREAS the Lands are behind a dike and may be subject to flooding in the event of a failure of the dike.

AND WHEREAS Section 219 of the Land Title Act provides that there may be registered as a charge against the title to any land a covenant in favour of the Grantee that the land is to be used in a particular manner or that the land is not to be built upon except in accordance with the covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum TEN (\$10.00) dollars of the lawful money of Canada and other good and valuable consideration paid the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does covenant and agree with the Grantee under Section 219 of the Land Title Act as follows:

1. The Grantor is aware of and, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential flood danger to the Lands in the event of a failure of the dike.
2. The Grantor, on behalf of himself and his heirs, executors, administrator, successors and assigns, agrees that any application to the Grantee for the construction of a new, or an addition to an existing, habitable building, in respect of the Lands, shall be accompanied by geotechnical and hydrological reports (attached as schedule A) completed by a Professional Engineer advising of all the conditions, if any, that must be met to avoid any negative effect of the placement of the proposed structure on adjoining lands and buildings, area drainage patterns above ground and subsurface and municipal services.

3. The Grantor, on behalf of himself and his heirs, executors, administrator, successors and assigns, acknowledges that the Grantee does not represent to the Grantor, nor to any other person that any habitable dwelling, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged by flooding or erosion in the event of a failure of the dike, and the Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger:
 - a. Agrees to indemnify and save harmless the Grantee and its employees, servants and agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Grantee or any of its employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenants or agreement on the part of the Grantor or his heirs, executors, administrators, successors and assigns contained in the Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any habitable dwelling, 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 Grantee and its employees, servants and agents from all manner of actions, cause of actions, suits, claims and demands which the Grantor or any of his heirs, executors, administrators, successors and assigns may have against the Grantee and its employees, servants or agents for and by reason of any personal injury, death or loss or damage to the said Lands, or to any habitable dwelling, 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.
4. Subject to the provisions of Section 219 of the Land Titles Act, the Grantor's covenants contained in the Agreement shall burden and run with the Lands and shall ensure to the benefit and be binding upon the Grantor, on behalf of himself and his heirs, executors, administrators, successors and its assigns.
5. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Grantee in relation to the Grantor, including his heirs, executors, administrators, successors and assigns, or the Lands, under any law, bylaw, order or regulation, all of which rights, powers and remedies may be fully and effectively exercised by the Grantee.
6. The Grantor will do or cause to be done at his expense all acts reasonably necessary for the Grantee to gain priority for the Agreement over all liens, charges and encumbrances which are or may be re-registered against the Lands save and except those in favour of the Grantee and those specifically approved in writing by the Grantee.
7. The parties agree that the Agreement shall not be modified or discharged except in accordance with the provision of Section 219 (9) of the Land Title Act.
8. The Grantor 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 the Agreement.

9. 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 requires otherwise.
10. If any section of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from the Agreement and the remaining sections or parts of the 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 the Agreement.
11. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
12. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

END OF DOCUMENT

