

**LAND TITLE ACT
FORM C**
(Section 219.81)

PF 28450

**PROVINCE OF
BRITISH COLUMBIA
GENERAL INSTRUMENT - PART 1**

24 AUG 92 14 16

PAGE 1 of 10 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent) **ANDREA M. BRACE, WILSON, KING & COMPANY, Barristers and Solicitors, 1000 - 299 Victoria Street, Prince George, B.C., V2L 5B8 562-1221 FILE #T3109**

A. Brace

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

(PID)

(LEGAL DESCRIPTION)

006-694-195 Lot 1, District Lot 2507, Cariboo District, Plan 26941

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

Section 215
Restrictive Covenant

(page and paragraph)

entire document

Page 3-10

08/24/92 RQST# CHARGE \$0.00

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

(a) Filled Standard Charge Terms

D.F. No.

(b) Express Charge Terms

XXXXX 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):*

CHINA SAIL RESTAURANT LTD., INC. #0355822

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

CITY OF PRINCE GEORGE, a Municipal Corporation, of 1100 Patricia Boulevard, Prince George, British Columbia V2L 3V9

FORM 1 (SECTION 36)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and time written hereon.
W.G. GANDY, Registrar of the
Prince George Land Title Office

7. ADDITIONAL OR MODIFIED TERMS:*

NA

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)

John K. Duncate
JOHN K. DUNCATE, ESQ.
Barrister and Solicitor
1200 FOURTH AVENUE
PRINCE GEORGE, B.C.
V2L 3J5

Y	M	D
92	7	8

CHINA SAIL RESTAURANT
LTD. by its authorized
signatories:

Joe Chung Ng

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" attached schedule in Form G.
** If space insufficient, continue executions on additional page(s) in Form D.

Q.S. Registry

1744

PF 28450

EXECUTIONS CONTINUED

Lynda Shykora
Lynda Shykora
Deputy City Clerk

Page 2 of 10

PF 28450

3

THIS INSTRUMENT MADE the 1st day of July, 1992.

BETWEEN:

CITY OF PRINCE GEORGE, a Municipal Corporation, of
1100 Patricia Boulevard, in the City of Prince George,
in the Province of British Columbia V2L 3V9

(hereinafter referred to as the "Covenantee")

OF THE FIRST PART

AND:

CHINA SAIL RESTAURANT LTD., Inc. #0355822,
having a registered and records office of
1209 Fourth Avenue, in the City of Prince George,
in the Province of British Columbia V2L 4R9

(hereinafter referred to as the "Covenantor")

OF THE SECOND PART

WHEREAS:

a) The Covenantee is the registered owner of those certain parcels or tracts of land and premises situate, lying and being in the City of Prince George, in the Province of British Columbia, and being more particularly known and described as:

PID #006-694-195
Lot 1,
District Lot 2507,
Cariboo District,
Plan 26941

(hereinafter referred to as the "Lands")

b) The Covenantor has a registered interest in the Lands by way of Agreement for Sale dated _____, 1992, said Agreement for Sale bears a Prince George Land Title Office registration number one lower than this Restrictive Covenant.

PF 28450

4

c) The Covenantor agreed to enter into a Covenant in favour of the Covenantee upon the terms and conditions herein set forth as a condition of such Agreement for Sale.

NOW THEREFORE THIS INSTRUMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the Covenantee to the Covenantor and of other valuable consideration (the receipt of which is hereby by the Covenantor acknowledged), the Covenantor does hereby covenant, promise and agree with the Covenantee as follows:

1.0 DEFINITIONS:

1.1 In this Instrument, the C-2C zoning requirements shall be deemed to have the meanings prescribed for them in City of Prince George Zoning By-Law No. 3482, and amendments thereto:

- 1.1.1 Commercial Service;
- 1.1.2 Medical or Dental Offices;
- 1.1.3 Public Health and Welfare;
- 1.1.4 Restaurant

1.2 In this Instrument, the URM-3A zoning requirements shall be deemed to have the meanings prescribed for them in City of Prince George Zoning By-Law No. 3482, and amendments thereto:

- 1.2.1 Dwelling, Local Multiple Family;
- 1.2.2 Dwelling, Multiple-Family

1.3 The Date of Sale shall be the ____ day of _____, 1992.

PF 28450

5

2.0 PERMITTED USES:

2.1 The permitted uses of the Lands and any building or buildings on or to be erected on the Lands shall be restricted only to those uses listed below:

- 2.1.1 Commercial Service;
- 2.1.2 Medical or Dental Offices;
- 2.1.3 Public Health and Welfare;
- 2.1.4 Restaurant;
- 2.1.5 Dwelling, Local Multiple Family;
- 2.1.6 Dwelling, Multiple-Family

and the Covenantor shall not conduct or permit to be conducted any other use of the Lands or any building or buildings on or to be erected on the Lands.

2.2 The Lands are to be built upon as set out in paragraphs 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9 and 4.0 herein.

3.0 DEVELOPMENT:

3.1 Within two hundred seventy (270) days from the Date of Sale, the Covenantor will have submitted plans for the development of the C-2C zoned portion of the Lands in accordance with the site requirements of the Technical Planning Committee and Advisory Design Panel.

3.2 Within three hundred sixty five (365) days from the Date of Sale, the Covenantor will have submitted the construction drawings for the development of the C-2C

PF 28450

6

zoned portion of the Lands to the Manager of Building Inspection and Maintenance Division and have obtained a building permit.

- 3.3 The Covenantor shall, after receiving the building permit authorizing the development of the C-2C zoned portion of the Lands in accordance with the proposal, commence construction within ninety (90) days from the date of obtaining the building permit.
- 3.4 The Covenantor shall complete the development of the C-2C zoned portion of the Lands in accordance with the proposal within seven hundred and thirty (730) days from the Date of Sale, and completion of construction shall be demonstrated conclusively by the application for and obtaining of an occupancy permit by the Covenantor, pursuant to City of Prince George By-Law No. 3212, and amendments thereto.
- 3.5 Within six hundred thirty-five (635) days from the Date of Sale, the Covenantor will have submitted plans for the development of the URM-3A zoned portion of the Lands in accordance with the site requirements of the Technical Planning Committee and Advisory Design Panel.
- 3.6 Within seven hundred thirty (730) days from the Date of Sale, the Covenantor will have submitted the construction drawings for the development of the URM-3A zoned portion of the Lands to the Manager of Building Inspection and Maintenance Division and have obtained a building permit.
- 3.7 The Covenantor shall, after receiving the building permit authorizing the development of the URM-3A zoned portion

PF 28450

7

of the Lands in accordance with the proposal, commence construction within ninety (90) days from the date of obtaining the building permit.

3.8 The Covenantor shall complete the development of the URM-3A zoned portion of the Lands in accordance with the proposal within one thousand nine hundred ninety five (1095) days from the Date of Sale, and completion of construction shall be demonstrated conclusively by the application for and obtaining of an occupancy permit by the Covenantor, pursuant to City of Prince George By-Law No. 3212, and amendments thereto.

3.9 The Covenantee covenants and agrees to permit the Covenantor, at the Covenantor's cost, to subdivide the Lands into two parcels with one subdivided parcel based upon the area zoned C-2C and the other subdivided parcel based upon the area zoned URM-3A, and the Covenantee covenants and agrees to execute and deliver a transfer for the subdivided C-2C parcel, subject to the following conditions:

3.9.1 The Covenantor is not in default hereunder;

3.9.2 The Covenantor has paid the Covenantee in full for the subdivided C-2C parcel. The price for the subdivided C-2C parcel shall be determined by taking the purchase price for the Lands and deducting \$112,000.00.

4.0 The Covenantor shall, at the time of construction of each of the two subdivided parcels, provide for:

4.0.1 A dense planting of evergreen trees, capable

PF 28450

8

of attaining a height of 2.0m within two years of planting, along the easterly property line;

4.0.2 A fully landscaped site, except for those areas covered by building(s) and parking area(s);

4.0.3 A landscape screen where a parking area(s) abuts a highway. The landscape screen shall be comprised of either:

i) a continuous strip of at least 2.4m wide containing grass or other decorative surface treatment contained by curbs within which at least three shrubs or trees capable of attaining a height of at least 1m shall be planted in 5m intervals, interrupted only for driveways and walkways; or

ii) a continuous planter of at least .6m in height containing a dense planting of vegetation within a 1.5m wide continuous strip containing grass or other decorative surface treatment contained by curbs, interrupted only for driveways and walkways.

4.0.4 A continuous screen fence of at least 1.5m high between the C-2C and URM-3A zoned parcels of the Lands. Such fence shall be self-supporting or attached to a durable and sturdy structural frame.

4.1 The Covenantee's Manager of Building Inspection and Maintenance Division shall determine whether or not:

PF 28450

9

4.1.1 The improvements undertaken or completed by the Covenantor as referred to in paragraphs 3.2 and 3.6 herein are in substantial compliance with the drawings referred to therein; and

4.1.2 The improvements or development completed by the Covenantor as referred to in paragraphs 3.4 and 3.8 herein have been substantially completed within the time specified.

The determination of the Covenantee's Manager of Building Inspection and Maintenance Division shall be conclusive and binding on the parties hereto.

5.0 CITY BY-LAWS:

5.1 Subject only to the limitations and restrictions herein set forth, all By-Laws of the City of Prince George as amended from time to time, shall govern the use and development of the Lands and any building or building on or to be erected on the Lands.

6.0 INDEMNITY:

6.1 The Covenantor will at all times indemnify the Covenantee and save it harmless from and against all loss, cost, expenses and damage, including costs on a Solicitor and client basis, that may be suffered or incurred by the Covenantee in enforcing this Covenant as a result of any default or breach thereof.

PF 28450

10

7.0 LAND TITLE ACT:

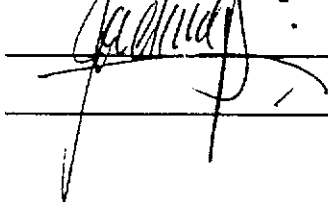
7.1 This Covenant shall be registered as a first charge against the Lands pursuant to Section 215 of the Land Title Act of British Columbia.

8.0 SUCCESSORS:

8.1 This Covenant is enforceable against the Covenantor and its successors in title to the Lands.


IN WITNESS WHEREOF the parties hereto have hereunto caused their corporate seals to be affixed in the presence of their duly authorized officers on the day and year first above written.

The Corporate Seal of
CHINA SAIL RESTAURANT LTD.
was hereunto
affixed in the presence of:



C/S

The Corporate Seal of the
City of Prince George was
hereunto affixed in the
presence of:



John Backhouse Mayor
Lynda Shykora

Lynda Shykora, Deputy City Clerk

C/S

END OF DOCUMENT