

28 OCT 2008 11 29

BB1020196

2 / 2

## LAND TITLE ACT

## FORM C

(Section 233)

Province of British Columbia

## GENERAL INSTRUMENTS – PART 1

(This area for Land Title Office use)

Page 1 of 8 pages

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

GARY R. BROWN, Q.C.

Barrister &amp; Solicitor

1598 6th Avenue

Prince George, B.C. V2L 5G7 610 17-3 (01)

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

(PID)

(LEGAL DESCRIPTION)

027-631-133

PARCEL A DISTRICT LOT 2003 CARIBOO DISTRICT PLAN  
BCP37635

3. NATURE OF INTEREST:\*

DESCRIPTION

DOCUMENT REFERENCE  
(PAGE AND PARAGRAPH)

PERSON ENTITLED TO INTEREST

Section 219 Covenant

ENTIRE DOCUMENT

TRANSFeree

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

(a) Filed Standard Charge Terms ☐(b) Express Charge Terms ☒(c) Release ☐D.F. Number: ☐

Annexed as Part 2

There is no Part 2 of this instrument.

NL 08/10/28 11:29:48 01 LM

864739

CHARGE

\$66.15

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):\*

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, of P.O. Box 7000, Prince George, British Columbia, V2N 3Z2

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

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Transportation and Infrastructure, Parliament Buildings, Victoria, British Columbia, V8V 1X4 and CITY OF PRINCE GEORGE, 1100 Patricia Boulevard, Prince George, British Columbia, V2L 3V9

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.

USE BLACK INK ONLY

Officer Signature(s)

GARY R. BROWN, Q.C.

Barrister &amp; Solicitor

1598 6th Avenue

Prince George, B.C. V2L 5G7

(as to all 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.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E

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

Execution Date

Y

M

D

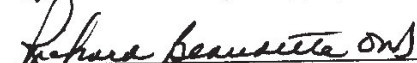
08

09

11

USE BLACK INK ONLY

Party(ies) Signature(s)

The Roman Catholic Episcopal  
Corporation of Prince Rupert  
by its authorized signatory(ies)

Print Name:

RICHARD BEAUBETTE

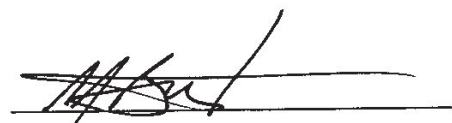
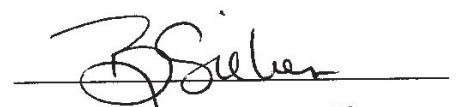
Print Name

**LAND TITLE ACT  
FORM D**EXECUTIONS CONTINUED  
pages

Page 2 of 8

**USE BLACK INK ONLY**

Officer Signature(s)

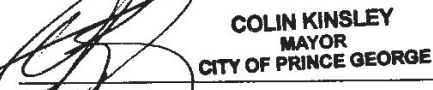
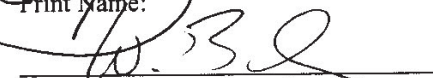
  
**RONALD JAMES BLIGHT**  
A COMMISSIONER FOR TAKING AFFIDAVITS  
FOR BRITISH COLUMBIA  
360 - 1011 4th Ave., Prince George, B.C.  
V2L 3H9  
EXPIRES JAN 31 2009  
(as to all signatures)  
**BRENDA SIEBEN**  
Commissioner for Taking Affidavits  
for British Columbia  
1100 Patricia Blvd.  
Prince George, B.C. V2L 3V9

## Execution Date

Y	M	D
08	10	21
08	10	23

**USE BLACK INK ONLY**

Party(ies) Signature(s)

**HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA**, as represented  
by the Minister of Transportation and  
Infrastructure or his authorized  
designates:  
Print Name:  
Print Name:**CITY OF PRINCE GEORGE** by its  
authorized signatory(ies)  
**COLIN KINSLEY**  
MAYOR  
CITY OF PRINCE GEORGE  
Print Name:  
Print Name: Walter Babicz

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 in box insufficient, continue executions on additional page(s) in Form D.

*LAND TITLE ACT*

**TERMS OF INSTRUMENT – PART 2**

Page 3 of 8 pages

**SECTION 219 COVENANT**

THIS INSTRUMENT is dated for reference the 22<sup>nd</sup> day of July, 2008.

BETWEEN:

**THE ROMAN CATHOLIC EPISCOPAL CORPORATION  
OF PRINCE RUPERT**

P.O. Box 7000  
Prince George, British Columbia V2N 3Z2

(herein called the “Owner”)

OF THE FIRST PART

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA** as represented by the  
Minister of Transportation and Infrastructure, Parliament  
Buildings, Victoria, British Columbia V8V 1X4

(herein called the “MoT”)

OF THE SECOND PART

AND:

**CITY OF PRINCE GEORGE**  
1100 Patricia Boulevard  
Prince George, British Columbia  
V2L 3V9

(herein called the “City”)

OF THE THIRD PART

**WHEREAS:**

- A. The Owner is the registered owner in fee simple of the land in the City of Prince George, in the Province of British Columbia, legally described as:

Parcel Identifier: 027-631-133  
Parcel 1, District Lot 2003, Cariboo District, Plan BCP37635

(the “Land”);

- B. The Owner has applied to the City for a rezoning of the Land under Application No. RZ100025, together with an accompanying amendment to the Official Community Plan under Application No. CP100012 (collectively, the "Rezoning") for the purposes of the development of a motel on a portion of the Land.
- C. Pursuant to section 52(3)(a) of the *Transportation Act*, S.B.C. 2004, c. 44, the Rezoning must be approved by the MoT in order to be effective.
- D. The Owner has voluntarily requested that the City and the MoT accept the section 219 covenants created by this Agreement so that the Rezoning can proceed more expeditiously; and
- E. The City and the MoT each accept the section 219 covenants contained in this Agreement over the Land.

**THIS AGREEMENT** is evidence that in consideration of payment of \$1.00 by each of the City and the MoT to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Owner covenants and agrees with each of the City and the MoT in accordance with s. 219 of the *Land Title Act* as follows:

- 1. The following terms used in this Agreement shall have the respective meanings hereinafter provided:
  - (a) "Building" shall have the same meaning as in the Zoning Bylaw;
  - (b) "Covenant Area" means all that portion of the Land shown outlined in heavy dark line (the "Covenant Line") on the Plan and having a total area of 1.94 square hectares;
  - (c) "Height" shall have the same meaning as in the Zoning Bylaw;
  - (d) "Motel" shall have the same meaning as in the Zoning Bylaw;
  - (e) "Plan" means the plan prepared by Gordon Kilbride, B.C.L.S., dated the 24<sup>th</sup> day of July, 2008 (the "Plan"), a reduced copy of which is attached to this Agreement as Schedule "A" and the original of which is filed in the applicable Land Title Office under No. BCP 38786;
  - (f) "Storey" shall have the same meaning as in the Zoning Bylaw;
  - (g) "Structure" shall have the same meaning as in the Zoning Bylaw; and
  - (h) "Zoning Bylaw" means the *City of Prince George Zoning Bylaw No. 7850, 2007*, as amended or replaced from time to time.



2. Pursuant to Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250, the Owner covenants and agrees with the City and the MoT, and each of them, that:
- (a) the Land shall be used in accordance with this agreement;
  - (b) the Land shall not be built on except in accordance with this agreement;
  - (c) the use of the Land and any Building on or to be erected on the Land shall be restricted to a Motel use with no more than a total of two hundred (200) rooms for temporary sleeping accommodation situated on the Land at any time, and no more than a total of one hundred (100) customer seats for accessory food and beverage services situated on the Land at any time, and the Owner shall not conduct or permit to be conducted any other use of the Land;
  - (d) the Owner shall not build nor permit to be built any Building on the Land with a Height of more than two and one half (2 ½) Storeys, and no building permit may be applied for, and the City is not obliged to issue any building permit, in respect of a Building on the Land with a Height of more than two and one half (2 ½) Storeys;
  - (e) no Building or Structure, or any part of a Building or Structure, shall be built, constructed, reconstructed, moved, extended or located within the Covenant Area, nor shall any landfill, land clearing or other disturbance take place within the Covenant Area;
  - (f) the Owner shall not, without prior written consent of the City, which consent may be withheld for any reason in the City's sole discretion, cut down, trim, prune, defoliate, alter, remove or in any way tamper with or work on any trees, shrubs, ground cover, or any other form of plant life within the Covenant Area, so that the trees, shrubs, ground cover, and other forms of plant life within the Covenant Area remain in a naturally vegetated state in perpetuity; and
  - (g) notwithstanding the provisions of the Zoning Bylaw, the setback for any Building or Structure to be constructed on the Land, shall be measured from a line running one metre distant from and parallel to the Covenant Line and outside of the Covenant Area.
3. Any opinion, decision, act or expression of satisfaction provided for in this Agreement by the City is to be taken or made by the City's Director of Development Services or his or her delegate authorized as such in writing.
4. The Owner releases, and covenants and agrees at all times to indemnify and save harmless, each of the MoT and the City, and their respective elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, suits, damages, expenses, costs, legal fees, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the

performance by the Owner of this Agreement, or any default of the Owner under or in respect of this Agreement. The Owner will at all times indemnify each of the MoT and the City and save each of them harmless from and against all loss, cost, expense and damage, including costs on a solicitor and client basis, that may be suffered or incurred by the City or the MoT in enforcing this Agreement as a result of any default or breach hereof.

5. The rights given to the MoT and the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the MoT or the City to anyone, or obliges the MoT or the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
6. Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.
7. This Agreement does not:
  - (a) limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act*, R.S.B.C., on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Land, or
  - (b) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
8. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
9. The Owner covenants and agrees to do everything necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land 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 Agreement.
10. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
11. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the

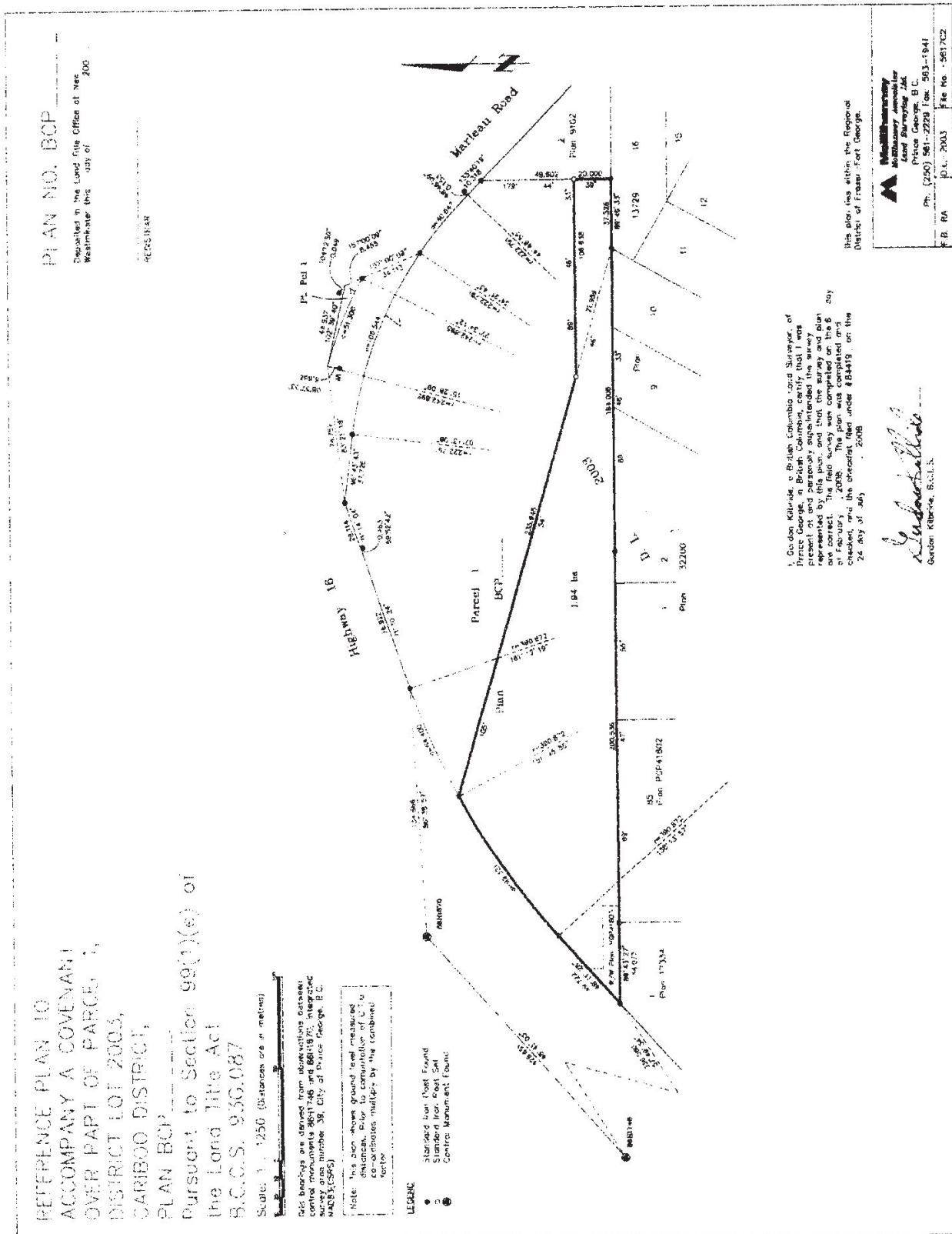
rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

12. This Agreement is the entire agreement between the parties regarding its subject.
13. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
14. The Owner must do everything necessary to given effect to the intent of this Agreement, including execution of further instruments.
15. Subject only to the limitations and restrictions herein set forth and set forth in any other covenant in favour of the City registered against the Land, the Owner agrees that the use and development of the Land, and any Building or Structure on or to be erected on the Land, shall be governed by all applicable bylaws of the City as amended from time to time.
16. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
17. If the Rezoning bylaw is not approved by the MoT and adopted by the City within sixty (60) days after the date of registration of this Agreement against the Land, then the MoT and the City will upon demand execute and deliver to the Owner a discharge (the "Discharge") of this Agreement from title to the Land upon receiving execution copies of the Discharge from the Owner. The Discharge is to be prepared and registered at the expense of the Owner.

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

## SCHEDULE "A"

Page 8 of 8 pages



END OF DOCUMENT



## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM C (Section 233) CHARGE

Jul-20-2011 11:05:49.001

CA2107776

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 5 PAGE

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Gary Robert  
Brown BPBWJX

Digitally signed by Gary Robert Brown  
BPBWJX  
DN: c=CA, cn=Gary Robert Brown  
BPBWJX, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=BPBWJX  
Date: 2011.07.20 10:48:53 -07'00'

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

G.R. BROWN LAW CORPORATION

Barrister &amp; Solicitor

1598 Sixth Avenue

Prince George

BC V2L 5G7

Document Fees: \$71.90

STC Fees: \$10.20

Deduct LTSA Fees? Yes ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-631-133

PARCEL 1, DISTRICT LOT 2003, CARIBOO DISTRICT, PLAN BCP37635

STC? YES ☒

3. NATURE OF INTEREST

Modification

CHARGE NO.

BB1020196

ADDITIONAL INFORMATION

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

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

SEE SCHEDULE

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)

GARY R. BROWN, Q.C.

Barrister &amp; Solicitor

1598 6th Avenue

Prince George, BC

V2L 5G7

Execution Date

Y

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13

Transferor(s) Signature(s)

The ROMAN CATHOLIC  
EPISCOPAL CORPORATION OF  
PRINCE RUPERT by its authorized  
signatory:

RICHARD BEAUDETTE

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,

**LAND TITLE ACT  
FORM D****EXECUTIONS CONTINUED**

PAGE 2 of 5 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
ADRIAN P. VANDER-VELDEN

Commissioner for Taking Affidavits in BC

360 - 1011 4th Ave. Prince George,  
BC, V2L 3H9

Expires: Nov. 30, 2011

Y	M	D
11	07	11

HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, as represented  
by the Minister of Transportation and  
Infrastructure of his authorized  
designates:

\_\_\_\_\_  
Michelle Boudreau  
District Developmetn Technician

\_\_\_\_\_  
BRENDA SIEBEN

Commissioner for Taking Affidavits in BC

1100 Patricia Blvd.  
Prince George, BC V2L 3V9  
Expires: Jan. 31, 14  
(As to both signatures)

11	06	22
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CITY OF PRINCE GEORGE by it's  
Authorized Signatory (ies):

\_\_\_\_\_  
DAN ROGERS, MAYOR

\_\_\_\_\_  
WALTER BABICZ,  
CORPORATE OFFICER

**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.12

FORM\_E\_V18

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 3 OF 5 PAGE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. TRANSFERORS (S):**

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, of P.O. Box 7000,  
Prince George, British Columbia, V2N 3Z2

**6. TRANSFEREES(S):**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented  
by the Minister of Transportation and Infrastructure, Parliament Buildings, Victoria, British Columbia, V8V  
1X4 and CITY OF PRINCE GEORGE, 1100 Patricia Boulevard, Prince George, British Columbia V2L  
3V9

**LAND TITLE OFFICE**

Page 4 of 5 pages

**TERMS OF INSTRUMENT - PART 2**

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**MODIFICATION AGREEMENT**

THIS INSTRUMENT is dated for reference the **19th day of May, 2011**.

BETWEEN:

**THE ROMAN CATHOLIC EPISCOPAL CORPORATION  
OF PRINCE RUPERT**

P.O. Box 7000  
Prince George, British Columbia, V2N 3Z2

(herein called the "**Owner**")

OF THE FIRST PART

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA** as represented by the  
Minister of Transportation and Infrastructure, Parliament  
Buildings, Victoria, British Columbia, V8V 1X4

(herein called the "**MoT**")

OF THE SECOND PART

AND:

**CITY OF PRINCE GEORGE**  
1100 Patricia Blvd.  
Prince George, British Columbia  
V2L 3V9

(herein called the "**City**")

OF THE THIRD PART

**WHEREAS:**

A. The parties hereto entered into a Covenant dated for reference the **22nd day of July, 2008** and registered in the Prince George Land Title Office on the **28th day of October, 2008** under No. **BB1020196** (hereinafter called the "**Covenant**") which Covenant was registered against Lands and Premises described as:

**027-631-133 Parcel 1, District Lot 2003, Cariboo District, Plan BCP37635**

(herein called the "**Land**");

B. The parties hereto wish to modify the Covenant on the terms and conditions hereinafter set forth and for that purpose have agreed to enter into and execute this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the sum of **ONE (\$1.00) DOLLAR** paid by each of the City and the MoT to the Owner receipt whereof is hereby by the Owner acknowledged and in consideration of the covenants and agreements hereinafter set forth the parties hereto covenant and agree as follows:

1. All terms utilized herein with initial capital letters shall have the same meanings as are ascribed to them in the Covenant;
2. **Paragraph 1** of the Covenant shall be modified by adding thereto **sub paragraph (cc)** to read as follows:

**(cc) "Hotel" shall have the same meaning as is in the Zoning Bylaw;**

3. **Paragraphs 2(c) and (d)** of the Covenant shall be deleted and the following substituted therefore, namely:

**"2(c) the use of the Land and any Building on or to be erected on the Land shall be restricted to a Hotel or Motel use with no more than a total of one hundred and forty-five (145) rooms for temporary sleeping accommodation situated on the Land at any time, and no more than a total of one hundred and fifty (150) customer seats for accessory food and beverage services situated on the Land at any time, and the Owner shall not conduct or permit to be conducted any other use of the Land;**

**(d) the Owner shall not build nor permit to be built any Building on the Land with a height of more than 15.5 metres, and whose topmost point reaches an elevation higher than 715.5 metres, Geodetic Survey of Canada datum, and no building permit may be applied for, and the City is not obliged to issue any building permit, in respect of a Building on the Land with a height of more than 15.5 metres and whose topmost point reaches an elevation higher than 715.5 metres, Geodetic Survey of Canada datum;"**

4. Except as herein modified, all of the covenants, terms, provisos and conditions set forth in the covenant are hereby ratified, adopted and confirmed by the parties hereto;

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

**END OF DOCUMENT**