

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE

Mar-14-2013 14:30:54.001

CA3032636

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 5 PAGES

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.

Roberta Joyce Stewart R83LEL
Digitally signed by Roberta Joyce Stewart R83LEL
DN: c=CA, ou=Roberta Joyce Stewart R83LEL, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm? id=R83LEL
Date: 2013.03.14 14:17:43 -07'00'

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

Roberta J. Stewart, HEATHER SADLER JENKINS LLP

Barristers & Solicitors

700-550 Victoria Street

Prince George

BC V2L 2K1

Tel: 250-565-8000

File # 28849-2/RJS

Document Fees: \$72.50

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-929-977 LOT 1 DISTRICT LOT 629 CARIBOO DISTRICT PLAN EPP23281

STC? YES []

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219

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

(a) [] Filed Standard Charge Terms D.F. No.

(b) [checked] 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):

JST VENTURES LTD., INC. # 756941 AND MARGARET MACKENZIE MCWALTER

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

CITY OF PRINCE GEORGE

1100 PATRICIA BOULEVARD

PRINCE GEORGE

V2L 3V9

BRITISH COLUMBIA

CANADA

Incorporation No

N/A

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

Transferor(s) Signature(s)

PAUL M. JOHNSTON

Barrister & Solicitor

Ste. #7 - 222 3rd Avenue West

Prince Rupert, BC

V8J 1L1

Table with 3 columns: Y, M, D. Values: 13, 02, 28

JST Ventures Ltd. by its authorized signatory:

CHEN HANG TAO

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

ROBERTA J. STEWART

Barrister & Solicitor

700 - 550 Victoria Street
Prince George, BC
V2L 2K1 Ph: 565-8000

Y	M	D
13	03	04

Margaret Mackenzie McWalter

BRENDA SIEBEN

Commissioner for Taking Affidavits in BC

1100 Patricia Boulevard
Prince George, BC
V2L 3V9
Exp. Jan 31/14

13	03	06
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City of Prince George by its authorized signatory:

IAN WELLS

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.

TERMS OF INSTRUMENT—PART 2

THIS AGREEMENT dated for reference _____, 2013 is

BETWEEN:

JST Ventures Ltd., Inc. No. BC0756941
6808 206 Street
Langley, BC
V2Y 2B6

and

Margaret Mackenzie McWalter, Teacher
2665 Ridgeview Drive
Prince George, BC V2K 4C8

(collectively referred to as the "Owners")

AND:

City of Prince George
1100 Patricia Boulevard
Prince George, BC V2L 3V9

(the "Municipality")

GIVEN THAT:

- A. The Owners are the registered owner in fee simple of the land located in the City of Prince George, British Columbia, legally described as Parcel Identifier 028-929-977, Lot 1, District Lot 629, Cariboo District, Plan EPP23281 (the "Lands").
- B. The Owners have applied to the City for a rezoning of the Lands under Application Number RZ100412 (the "Rezoning") to rezone the Lands to M2: General Industrial.
- C. The Owners wish to grant, and the Municipality accepts, the s. 219 covenant contained in this Agreement over the Land.

THIS AGREEMENT is evidence that in consideration of payment of \$1.00 by the Municipality to the Owners (the receipt of which is acknowledged by the Owners), and in consideration of the promises exchanged below, the Owners covenant and agree with the

Municipality in accordance with s. 219 of the *Land Title Act* as follows:

1. The Owners covenant and agree with the Municipality that the Land must not be used for the following:
 - (a) wrecking yard;
 - (b) outdoor storage; and
 - (c) major recycling centre;

as those terms are defined in the City of Prince George Zoning Bylaw No. 7850, 2007, as amended or replaced from time to time.
2. The Owners release, and covenant and agree at all times to indemnify and save harmless the Municipality, and its elected 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 Owners, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Owners of this Agreement, or any default of the Owners under or in respect of this Agreement. The Owners will at all times indemnify the Municipality and save it 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 Municipality in enforcing this Agreement as a result of any default or breach of this Agreement.
3. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Municipality to anyone or obliges the Municipality to enforce this Agreement, to preform any act or to incur any expense in repsect of this Agreement.
4. Where the Municipality is required or permitted by this Agreement to form an opinion, exercise discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.
5. This Agreement does not:
 - (a) limit the discretion, rights or powers of the Municipality 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 Lands; or
 - (b) relieve the Owners from complying with any enactment, including in relation to the use or subdivision of the Lands.

6. Every obligation and covenant of the Owners in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated. The Owners are liable for breaches of this Agreement that occur while the Owners are the registered owners of the Lands.
7. The Owners covenant and agree to do everything necessary, at the Owners' 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 Agreement.
8. 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 or a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
9. 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 that severance of that part.
10. This Agreement is the entire agreement between the parties regarding its subject.
11. This Agreement and all covenants, agreements and provisos herein contained shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns.
12. The Owners must do everything necessary to give effect to the intent of this Agreement including execution of further instruments.
13. Subject only to the limitations and restrictions herein set forth and set forth in any other covenant in favor of the Municipality registered against the Lands, the Owners agree that the use and development of the Lands shall be governed by applicable bylaws of the Municipality as amended from time to time.
14. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed duly executed and delivered.

IN WITNESS WHEREOF the parties have executed this Agreement in Item 8 of the annexed Form C—General Instrument.

END OF DOCUMENT