



1. Application

**Sara Tafreshi, Paralegal of Fasken Martineau
DuMoulin LLP
2900 - 550 Burrard Street
Vancouver BC V6C 0A3
16046313131**

2. Description of Land

PID/Plan Number	Legal Description
005-850-355	LOT 147 DISTRICT LOT 2003 CARIBOO DISTRICT PLAN 28774

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1268628 B.C. LTD., NO.BC1268628

6. Transferee(s)

**CITY OF PRINCE GEORGE
1100 PATRICIA BOULEVARD
PRINCE GEORGE BC V2L 3V9**

7. Additional or Modified Terms



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.

Witnessing Officer Signature

CARA CHU
Barrister & Solicitor
 Fasken Martineau DuMoulin LLP
 2900 - 550 Burrard Street
 Vancouver BC V6C 0A3

604 631 3176

Execution Date

YYYY-MM-DD

2021-06-03

Transferor Signature(s)

1268628 B.C. LTD.
 By their Authorized Signatory

Name: Kevin Price

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.

Witnessing Officer Signature

BRENDA SIEBEN
Commissioner for Taking Affidavits
for British Columbia
 1100 Patricia Blvd.
 Prince George BC V2L 3V9

Expires: Jan 31, 2023

Execution Date

YYYY-MM-DD

2021-06-02

Transferor Signature(s)

City of Prince George
 By their Authorized Signatory

Name: Ian Wells, General Manager,
Planning and Development City of
PG

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Ravinder Ravi
Singh Bindra
SK6VI9

Digitally signed by
 Ravinder Ravi Singh
 Bindra SK6VI9
 Date: 2021-06-04
 15:11:28 -07:00

**PART 2 -TERMS OF INSTRUMENT
SECTION 219 COVENANT –DESIGN AND PERFORMANCE**

BETWEEN:

1268628 B.C. LTD.,
553 – 550 West Broadway,
Vancouver, BC V5Z 1E9

(the "**Covenantor**")

OF THE FIRST PART

AND:

CITY OF PRINCE GEORGE,
1100 Patricia Boulevard
Prince George, BC V2L 3V9

(the "**City**")

OF THE SECOND PART

WHEREAS:

- A. Pursuant to an Offer to Purchase made the 29th day of July, 2020 (as amended and assigned from time to time, the "**Purchase Agreement**") the City has agreed to sell to the Covenantor, and the Covenantor has agreed to purchase from the City, that certain parcel or tract of land and premises situate, lying and being in the City of Prince George, in the Province of British Columbia, legally described in Item 2 of the Form C on page 1 of this Agreement (the "**Property**").
- B. As a condition of the sale of the Property by the City to the Covenantor, the Covenantor has agreed to enter into this agreement requiring that the Property be developed in accordance with this Agreement, and prohibiting any development of the Property except in accordance with this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the City selling the Property to the Covenantor, and in consideration of the sum of \$10.00 paid by the City to the Covenantor, and of other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Covenantor) and in consideration of the premises, the parties hereto each hereby covenant, promise and agree with the other as follows:

THE COVENANTOR HEREBY COVENANTS, PROMISES AND AGREES WITH THE CITY, AS FOLLOWS:

1. COVENANTS:

- 1.1 The Property will not be developed or built upon except in accordance with this Agreement.
- 1.2 The Property will be developed and built upon in strict accordance with the Covenantor's plans and specifications for the proposed Student Housing Project shown on the attached Schedule "A".
- 1.3 No building permit may be applied for, and the City is not obliged to issue any building permit in respect of, any building, structure or other improvement that is not, in the City's opinion, substantially in the form as indicated in the Plans and Specifications.
- 1.4 The Covenantor will commence construction of the Development on the Property and will have completed framing on or before 24 months following completion of the purchase of the Property.

2. CITY BY-LAWS:

- 2.1 Subject only to the limitations and restrictions herein set forth and set forth in any other covenant in favour of the City registered against any of the Property, the Covenantor agrees that the use and development of the Property, and any building or buildings on or to be erected on the Property, shall be governed by all applicable by-laws of the City as amended from time to time.

3. INDEMNITY:

- 3.1 The Covenantor releases, and will at all times indemnify and save harmless, the City, its 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 including costs on a solicitor and client basis, that may be suffered by the City in enforcing this Agreement as a result of any default or breach hereof.

4. PUBLIC INTEREST ISSUES:

- 4.1 Given the public interest in effective protection against breaches of this Agreement, the public interest strongly favours an order for specific performance or a prohibitory or mandatory injunction in favour of the City in respect of any breach by the Covenantor of this Agreement.
- 4.2 Given the public interest in the development and use of the Property in accordance with this Agreement, the public interest weighs strongly against any modification, cancellation or discharge of this Agreement by action taken under the Property Law Act of British Columbia, provided that this in no way limits the ability of the parties to modify or discharge this Agreement by mutual agreement in writing.

THE CITY HEREBY COVENANTS, PROMISES AND AGREES WITH THE COVENANTOR, AS FOLLOWS:

5. RELEASE:

- 5.1 Following the satisfaction of all the Covenantor's obligations under this Agreement, the City will at the request of the Covenantor execute and deliver to the Covenantor a discharge of this Agreement in a form that is acceptable for registration in the appropriate Land Title Office.

THE COVENANTOR AND THE CITY HEREBY COVENANT, PROMISE AND AGREE AS FOLLOWS:

6. LAND TITLE ACT:

- 6.1 This Agreement shall be registered as a charge against the Property pursuant to Section 219 of the Land Title Act of British Columbia, and all covenants, agreements and provisos herein contained are hereby deemed to constitute covenants running with the Property and are intended to be perpetual.

7. OPINIONS BY THE CITY:

- 7.1 Any opinion, decision, act or expression of satisfaction provided for in this Agreement is to be taken or made by the City's General Manager of Planning and Development Services or his or her delegate authorized as such in writing.
- 7.2 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 Covenantor 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.

8. RIGHTS PERMISSIVE ONLY:

- 8.1 The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty or any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement, all of which shall be entirely within the discretion of the City.

9. MISCELLANEOUS:

- 9.1 Every obligation and covenant of the Covenantor in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the Land Title Act in respect of the Property and this Agreement burdens the Property and runs with it and binds the successors in title to the Property. This Agreement burdens and charges the Property and any parcel into which it is subdivided by any means and any parcel into which any of the Property is consolidated. This Agreement shall be enforceable against the Covenantor and its successors in title to the Property.

- 9.2 The Covenantor agrees to do everything necessary, at the Covenantor's expense, to ensure that this Agreement is registered against title to the Property 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.
- 9.3 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 or subsequent breach of this Agreement.
- 9.4 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.
- 9.5 This Agreement binds the parties to it and their respective successors and assigns.
- 9.6 The Covenantor must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 9.7 By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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.

edoc #582956

**SCHEDULE A
PLANS AND SPECIFICATIONS**

See attached.



SEAL

C No. 281245-14
 Revised for Development Permit Description Date

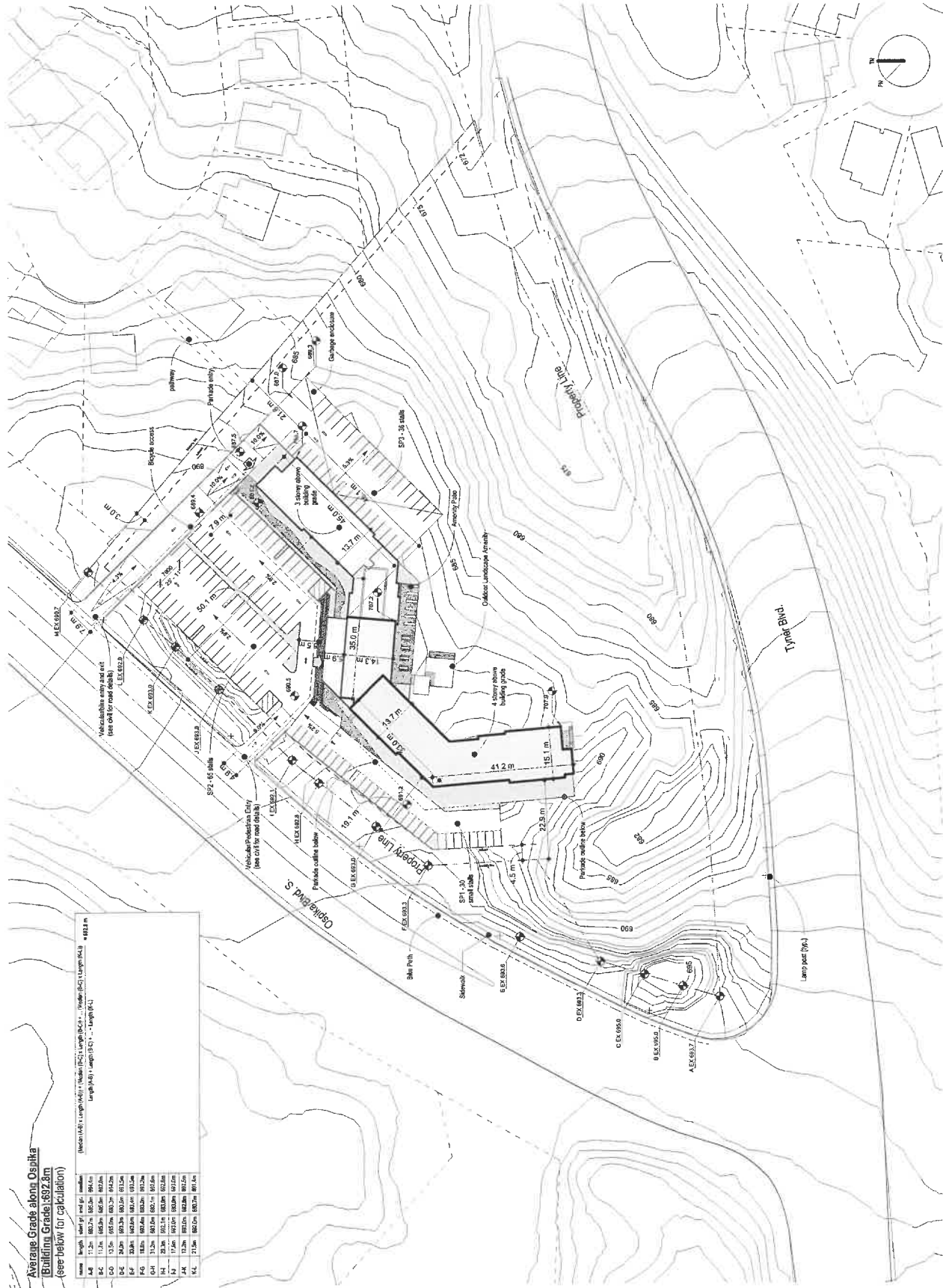
PROJECT
 1818 Prince George
 4900 Ospika Blvd, Prince Geor

DRAWING
 Site Plan

SCALE
 1:500

DATE
 19/06/2014
 REVIEWED
 SLA
 PROJECT NO
 1926

A1.01

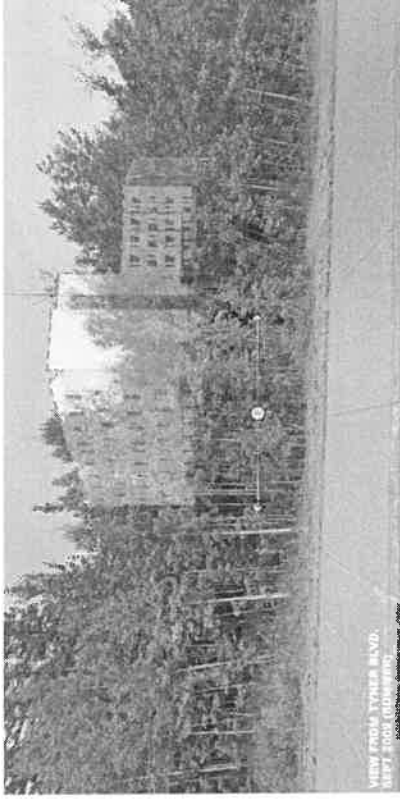


Average Grade along Ospika
 Building Grade 692.8m
 (see below for calculation)

Station	Length	Start of road at	End of road at	Average Grade
0+00	11.2m	692.5m	692.5m	692.5m
0+11.2	13.2m	692.5m	692.5m	692.5m
0+24.4	24.2m	692.5m	692.5m	692.5m
0+48.6	32.8m	692.5m	692.5m	692.5m
0+81.4	18.2m	692.5m	692.5m	692.5m
0+99.6	31.2m	692.5m	692.5m	692.5m
0+130.8	12.2m	692.5m	692.5m	692.5m
0+143.0	21.5m	692.5m	692.5m	692.5m
0+164.5	41.2m	692.5m	692.5m	692.5m

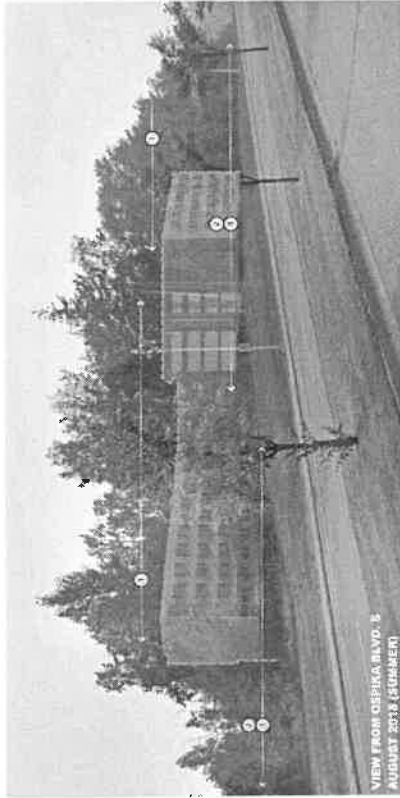


DPAL



VIEW FROM TYNER BLVD.
MAY 2012 (SUMMER)

- ① Intersection of undeveloped forest
- ② Multi-layer of information (cable, energy, infrastructure, green, etc.)
- ③ Strategic layering of activity planning in the built form
- ④ Use of native materials to help set the existing ecological conditions of the site



VIEW FROM OSPREY BLVD. 5
AUGUST 2014 (SUMMER)

- ① Intersection of undeveloped forest
- ② Multi-layer of information (cable, energy, infrastructure, green, etc.)
- ③ Strategic layering of activity planning in the built form
- ④ Use of native materials to help set the existing ecological conditions of the site



VIEW FROM SULLIVAN CREEK
JULY 2009 (SUMMER)

- ① Intersection of undeveloped forest
- ② Multi-layer of information (cable, energy, infrastructure, green, etc.)
- ③ Strategic layering of activity planning in the built form
- ④ Use of native materials to help set the existing ecological conditions of the site



VIEW FROM SULLIVAN CREEK
MAY 2012 (SPRING)

- ① Intersection of undeveloped forest
- ② Multi-layer of information (cable, energy, infrastructure, green, etc.)
- ③ Strategic layering of activity planning in the built form
- ④ Use of native materials to help set the existing ecological conditions of the site

C. No. Issued for Development Plans Description: 20142544 Date: 08/14/2014

PROJECT: HUB, Project Group: 4500 Ogilvie Blvd., Prince George

DRAWING: Context Images

SLA No. 1926 PROJECT NO. 4500 OGI BLVD. SCALE: AS INDICATED DATE: 08/14/2014



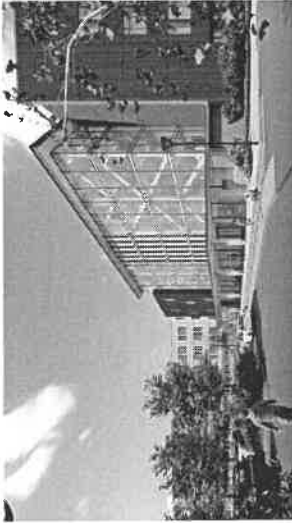
Context Images



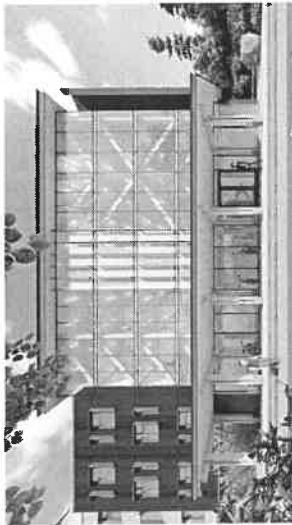
S.P.A.



View 3 - Outdoor Amenity/ Amenity Space



View 2 - Main Entrance/ Amenity Space



View 1 - Main Entrance/ Amenity Space



View 5 - Aerial Messing

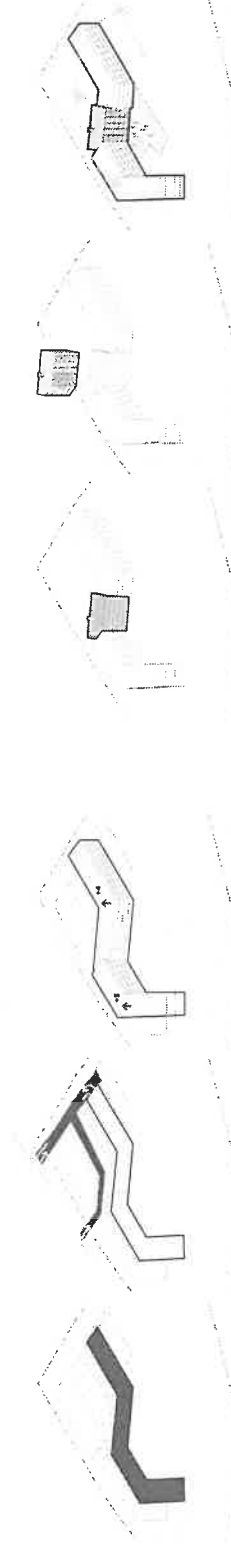


View 6 - Outdoor Landscape Amenity/ West Wing



View 4 - Outdoor Landscape Amenity/ West Wing

DESIGN EVOLUTION



Main Wing (100m x 100m) Amenity (10m x 10m) Access and Parking Messing (20m x 10m to North) Amenity (10m x 10m) Amenity (10m x 10m)

C No. Issued for Development Permit Description 2021-05-14 Date

PROJECT
 400 Prince George
 4000 Ogilvie Blvd, Prince Geo

DRAWING
 Artistic Renderings

DATE	ISSUE DATE
SLA	REVISION
SCALE	SLA
As Indicated	PROJECT NO
	1926



SEAL

C Issued for Development Permit
 A. No. 2023-09-25
 Description Date

PROJECT
 HUB Prince George
 4500 Oculis Blvd, Prince Geor

DRAWING
 Level P1 Plan

S.L.A. Inc.

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DATE	2023-09-25
REVISION	1
SCALE	1:200
PROJECT NO.	1928

A2.03

2023-09-25 14:43:31
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 2023-09-25 14:43:31

Room Legend

- Bike Room
- Garbage Enclosure
- Utility

