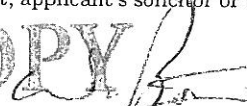


LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia
GENERAL INSTRUMENT - PART 1

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

William D. Battison
Richards & Richards, Barristers & Solicitors
10325 - 150th Street
Surrey, B.C. V3R 4B1 [604] 588-6844

COPY 

Authorized Agent - Client No. 010663

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

013-434-705 Parcel A District Lot 629 Cariboo District Plan 902, Except
Plan 34343

3. NATURE OF INTEREST: *

Description	Document Reference (page & 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 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):*

0743999 B.C. LTD., (Inc. No. 0743999)

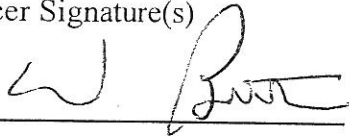
6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))*

CITY OF PRINCE GEORGE, of 1100 Patricia Boulevard, Prince George, B.C. V2L 3V9

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)



WILLIAM D. BATTISON
Barrister & Solicitor
10325 - 150th Street
Surrey BC V3R 4B1
Tel: (604) 588-6844

Execution Date

Y	M	D
08	04	16

Signature:

0743999 B.C. LTD.
by its authorized signatory:


Henry Rempel

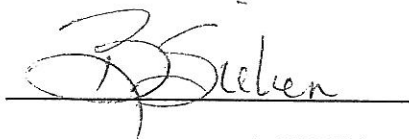
Officer Certification:

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 Titles Act as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)



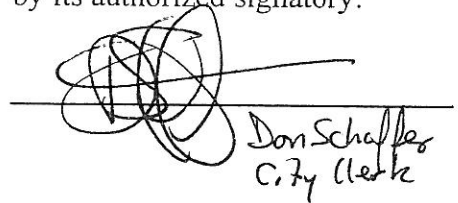
BRENDA SIEBEN
Commissioner for Taking Affidavits
for British Columbia
1100 Patricia Blvd.
Prince George, B.C. V2L 3V9

Execution Date

Y	M	D
08	5 04	26

Signature:

CITY OF PRINCE GEORGE
by its authorized signatory:



Don Schaffler
City Clerk

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 Titles Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT – PART 2

THIS AGREEMENT, dated for reference April 16, 2008 (the “Effective Date”), is

BETWEEN:

0743999 B.C. LTD., of 2202 – 612 Sixth Street, New
Westminster, B.C. V3L 5V2

(the “Transferor”)

AND

CITY OF PRINCE GEORGE, OF 1101 Patricia Boulevard,
Prince George, B.C., V2L 3V9

(the “Transferee”)

GIVEN THAT:

- A. The Transferor is the registered owner of land legally described as: Parcel Identifier Number 013-434-705, Parcel A District Lot 629 Cariboo District Plan 902, Except Plan 34343, (the “Land”)
- B. Section 219 of the *Land Title Act* provides, inter alia, that a covenant in respect of the use of land, whether of a negative or positive nature, in favour of (inter alia) bodies like the Transferee, may be registered as a charge against the title to that land, and is enforceable against the person making the covenant and its successors in title, even though the covenant is not annexed to land owned by the body entitled to the benefit of the covenant.
- C. The Transferor has voluntarily asked that the transferee accept the covenant created by this Agreement restricting the use of the Land so that a rezoning of a portion of the Land sought by the Transferor under Rezoning Application No. RZ100304 and the Transferor’s proposed development of the Land for general industrial purposes can proceed more expeditiously.
- D. The Transferor wishes to grant, and the Transferee accepts, the Section 219 covenant contained in this Agreement over the Land.
- E. It is the intention of the parties that the covenant referred to in the preceding paragraph constitute a covenant pursuant to Section 219 of the *Land Title Act*.

AGREEMENT

THIS AGREEMENT is evidence that in consideration of payment of \$1.00 by the Transferee to the Transferor (the receipt of which is acknowledged by the Transferor), and in consideration of the promises exchanged below, the Transferor covenants and agrees with the Transferee as follows:

2. INTERPRETATION

- (a) This Agreement shall be interpreted so that:
 - (i) “Agreement” means this instrument;
 - (ii) the expressions “Transferor” and “Transferee” include the heirs, executors, administrators, successors and assigns of the parties hereover the context so admits and “Transferor” includes any owner from time to time of any part of the Land; and
 - (iii) words importing the singular number only will include the plural and vice versa and words importing any gender will include all genders and words importing individuals will include firms and corporations and vice versa.
- (b) This Agreement does not:
 - (i) affect or limit the discretion, rights or powers of the Transferee under any enactment (as defined in the *Interpretation Act*, on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Land;
 - (ii) affect or limit any enactment relating to the use or subdivision of the Land; or
 - (iii) relieve the Transferor from complying with any enactment, including in relation to the use or subdivision of the Land.
- (c) Every obligation and covenant of the Transferor in this Agreement constitutes both a contractual obligation and a covenant granted under Section 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.

3. COVENANT

- (a) The Transferor covenants with the Transferee that the Land shall not be used for purposes of a Wrecking Yard (as defined in the City of Prince George Zoning Bylaw No. 7850, 2007), within 100 metres of the future Boundary Road.
- (b) The Transferor, for itself and its successors and assigns, does hereby waive, remise and release absolutely the Transferee and all its elected and appointed officials, agents and employees from any and all actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Transferor, or by any other person, arising from the granting or existence of this Agreement, from the performance by the Transferor of this Agreement, or from the enforcement or attempted enforcement of this Agreement by the Transferee, or either of them.
- (c) The Transferor, for itself and its successors and assigns, hereby covenants and agrees with the Transferee, and each of them, that the Transferor shall indemnify and save harmless, and shall reimburse, the Transferee and all its elected and appointed officials, agents and employees, from and against all claims, liability,

actions, causes of action, damages, expenses, costs (including legal costs on a solicitor-client basis), debts or demands which are instituted, asserted or made against the Transferee, or suffered or incurred by the Transferee now or at any time in the future by reason of, arising out of or relating to the granting or existence of this Agreement, from any default of the Transferor or any other person in respect of this Agreement, or from the enforcement or attempted enforcement of this Agreement by the City. This indemnity in favour of the Transferee shall survive the termination of this Agreement for any reason whatsoever and the discharge or partial discharge of the statutory covenants herein contained.

4. **RUNS WITH LAND**

- (a) The covenants set forth herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall be covenants to the burden of which shall run with the Land and bind the Land and every part or parts thereof, and each and every part to which the Land may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever.

5. **NATURE OF OBLIGATIONS**

- (a) The parties agree that obligations arising out of the nature of this Agreement are covenants made under seal.
- (b) The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
- (c) The rights given to the Transferee by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Transferee to anyone, or obliges the Transferee to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

6. **PRIORITY OVER OTHER CHARGES**

- (a) The Transferor agrees to do everything reasonably necessary, at the Transferor'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.

7. **WAIVER**

- (a) 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.
- (b) A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

8. **SEVERANCE**

- (a) 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. **ENTIRE AGREEMENT**

- (a) This Agreement is the entire agreement between the parties regarding its subject.

10. **ENUREMENT**

- (a) This Agreement shall enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.

11. **NOTICE**

- (a) Any notice to be given pursuant to this Agreement must be in writing and must be delivered personally to an individual or delivered to the address of a party.
- (b) In either case, notice is deemed to have been given and received when delivery takes place;
- (c) The addresses of the parties for the purpose of notice are the addresses shown on Part I of this Agreement.
- (d) Despite section 11(c), any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice, the address specified in that notice is to be deemed to be the address of such party for the giving of notice.

12. **INTERPRETATION**

- (a) Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
- (b) Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or feminine or the neuter gender as the context so requires.
- (c) The Transferor must do everything reasonably necessary to given effect to the intent of this Agreement, including the execution of further instruments.
- (d) The headings in this Agreement are inserted for reference and convenience only and must not be used to construe or interpret the provisions of this Agreement.
- (e) Any Schedules referred to in this Agreement as being attached to it, form part of this Agreement.

- (f) Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment.
- (g) Reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.
- (h) The provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply.
- (i) Time is of the essence.

13. **MUTUAL COVENANTS**

- (a) It is mutually understood, agreed and declared by and between the parties hereto:
 - (i) that this Agreement shall take effect from the Effective Date stated above;
 - (ii) that each of the parties will from time to time and at all times upon every reasonable request and at the cost and charge of the party so requesting same, do and execute or cause to be made, done or executed, all such further and lawful acts, deeds, things, devises, conveyances and assurances in law whatsoever as may be reasonably required to effectually carry out the intent of this Agreement;
 - (iii) that the covenant in this Agreement will be construed as running with the Land;
 - (iv) that the Transferor is only liable for breaches of this Agreement that occur while the Transferor is the registered owner of any of the Land;
 - (v) that 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;
 - (vi) that this Agreement is the entire agreement between the parties regarding its subject;
 - (vii) 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; and
 - (viii) by executing Part 1 of the *LAND TITLE ACT* Form C to which this Agreement is attached and which forms part of this Agreement, each of the parties intends to create both a contract and a deed executed and delivered under seal.

END OF DOCUMENT