

DECLARATION(S) ATTACHED



Land Title Act
Charge
General Instrument - Part 1

VICTORIA LAND TITLE OFFICE
SEP 20 2021 10:45:05.001
CA9371006-CA9371007

1. Application

Dan Marcotte Law Corporation
440 Brunswick Street
Prince George BC V2L 2B6
250-564-0052

File: Ridgecrest
Phone: 250-564-0052
LTSA: 12549

2. Description of Land

PID/Plan Number	Legal Description
005-287-391	LOT 1 DISTRICT LOT 1605 CARIBOO DISTRICT PLAN 30863, EXCEPT PLANS 34562 PGP38585 PGP41824 PGP46265, PGP46269, BCP25534, BCP36464 AND EPP41947

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
PRIORITY AGREEMENT		see page 5 of the attached

4. Terms

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

5. Transferor(s)

RIDGECREST DEVELOPMENT GROUP INC., NO.BC1284633
CENTURY GROUP LANDS CORPORATION, NO.BC1281463

6. Transferee(s)

CITY OF PRINCE GEORGE
C/O 1100 PATRICIA BOULEVARD
PRINCE GEORGE BC V2L 3V9

7. Additional or Modified Terms



Land Title Act
Charge
 General Instrument – Part 1

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	Execution Date	Transferor Signature(s)
<p>_____</p> <p>Dan Marcotte, Q.C. Barrister & Solicitor 440 Brunswick Street Prince George BC V2L 2B6</p> <p>(as to all signatures)</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p>2021-09-01</p> </div>	<p>Ridgecrest Development Group Inc. By their Authorized Signatory</p> <p>_____</p> <p>Mohammad Golam</p>
		<p>_____</p> <p>Prit Pal Singh Toor</p>

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	Execution Date	Transferor Signature(s)
<p>_____</p> <p>Page Ward Commissioner for Taking Affidavits for British Columbia 1100 Patricia Blvd. Prince George BC V2L 3V9</p> <p>Expiry August 31, 2024</p> <p>(as to all signatures)</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p>2021-09-13</p> </div>	<p>City of Prince George By their Authorized Signatory</p> <p>_____</p> <p>Deanna Wasnik, Acting Director Planning and Development Services</p>

Officer Certification

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Land Title Act
Charge

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

See Affidavit of Execution

YYYY-MM-DD

2021-08-27

Century Group Lands Corporation
By their Authorized Signatory

SEAN HODGINS

Officer Certification

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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.

**Wilfred Danny
Marcel Marcotte
7B13UK**

**Digitally signed by
Wilfred Danny Marcel
Marcotte 7B13UK
Date: 2021-09-20
10:39:46 -07:00**

PART 2 - TERMS OF INSTRUMENT**SECTION 219 COVENANT**

BETWEEN: RIDGECREST DEVELOPMENT GROUP INC., INC. NO. BC1284633,
c/o 440 Brunswick Street, Prince George, BC, V2L 2B6.
(the "**Owner**")

AND: CITY OF PRINCE GEORGE,
c/o 1100 Patricia Boulevard, Prince George, BC, V2L 3V9.
(the "**City**")

WHEREAS

- A. Section 219 of the Land Title Act of British Columbia provides that a covenant, whether of a negative or positive nature in respect of the use of land or the use of a building on or to be erected on land, in favour of a municipality may be registered as a charge against title to that land.
- B. The Owner is the registered owner in fee simple of the following lands in the City of Prince George, in the Province of British Columbia, more particularly known and described as:
- PID: 005-287-391 LOT 1 DISTRICT LOT 1605 CARIBOO DISTRICT PLAN 30863,
EXCEPT PLANS 34562 PGP38585 PGP46265,PGP, BC25534,
BCP36464 AND EPP41947
(the "**Land**")
- C. The Owner wishes to grant, and the City accepts, the section 219 covenant contained in this agreement over the Land.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$1.00 paid by the City to the Owner and of other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Owner) and in consideration of the premises, the parties hereto each hereby covenant, promise and agree with the other as follows:

1. COVENANT - LIMITS ON HOUSING, TWO UNIT BUILDINGS:

- (1) In this paragraph the following words and phrases have the following meaning:
- (a) "Land" means the lands described in recital B or any portion;
 - (b) "Lot" means any lot created by a subdivision of the Land;
 - (c) "Housing, Two Unit" shall have the meaning as is assigned in the Zoning Bylaw;

- (d) "Non-Mirror Image" means that the halves of a Housing, Two-Unit building are mismatched to achieve asymmetrical balance with use of disparate elements, inequalities, and a variety in texture, color, form, setbacks, style and size;
 - (e) "Adjacent Lot" means any Lot that is adjacent to any Lot upon which a Housing, Two-Unit building has been constructed or for which a building permit for a Housing, Two-Unit building has been issued;
 - (f) "Zoning Bylaw" means the City of Prince George Zoning Bylaw No. 7850, as amended or replaced from time to time;
- (2) The Owner for itself, its successors and assigns, covenants and agrees under Section 219 of the *Land Title Act*, R.S.B.C. 1996, c250 (it being the intention of the parties that this covenant shall be annexed to and run with the Land) that, if the City of Prince George has granted final approval to Rezoning Application no. RZ100694 then (but only then):
- (a) any Housing, Two-Unit building constructed on any portion of the Land, shall be built such that the Housing, Two-Unit building is Non-Mirror Image;
 - (b) no building permit may be applied for, and the City is not obliged to issue any building permit, in respect of any Housing, Two-Unit building having a design that is not Non-Mirror Image;
 - (c) there shall be no secondary suites within the Housing, Two-Unit building built on any portions of the Land;
 - (d) no Two-Unit buildings shall be constructed on any Adjacent Lot; and
 - (e) no building permit may be applied for, and the City is not obliged to issue any building permit, in respect of any Housing, Two-Unit building that is to be constructed on any Adjacent Lot;

1.1 RELEASE OF COVENANT

In the event that Rezoning Application no. RZ100694 is not approved by the City, then the City will, at the request of the Owner, execute a release of covenant to remove this covenant from the title to the Land.

2. CITY BY LAWS:

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 buildings on or to be erected on the Land, shall be governed by all applicable bylaws of the City as amended from time to time.

3. PUBLIC INTEREST ISSUES

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 Owner of this covenant. The public interest also weighs strongly against any modification, cancellation or discharge of this covenant by action taken under the *Property Law Act* of British Columbia, provided that this in no way limits the ability to modify or discharge this covenant by mutual agreement of the parties in writing.

4. The Owner releases, and covenants and agrees at all times to indemnify and save harmless the City, and 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 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 the City 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 City in enforcing this Agreement as a result of any default or breach hereof.

5. 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 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.
6. Where the City is require 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* of British Columbia, on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Land,
 - (b) affect or limit any enactment relating to the use or subdivision of the Land, or
 - (c) 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 the Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* of British Columbia 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. 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.
10. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction to do so, that part is 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.
11. The Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
12. The Owner must do everything necessary to give effect to the intent of this Agreement, including execution of further instruments.
13. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

The parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C and D attached to and forming part of this Agreement.

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

CENTURY GROUP LANDS CORPORATION (the "Mortgagee")

Mortgage registered under no. CA8776297
Assignment of Rents registered under no. CA8776298

(the "Security")

CONSENT

The Mortgagee, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above, in consideration of the sum of \$10.00 and other good and valuable consideration (the receipt of which is hereby acknowledged), hereby approves of and consents to the granting of the within charge, and does covenant and agree that the same shall be binding upon its interest in, or charge upon, the lands and shall be an encumbrance upon the lands prior to the Security in the same manner and to the same effect as if it had been dated and registered prior to the Security.

EXECUTION(S): See Part 1



Please see attached Affidavit of Execution

Electronic Signature

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Wilfred Danny
 Marcel Marcotte
 7BI3UK**

**Digitally signed by
 Wilfred Danny Marcel
 Marcotte 7BI3UK
 Date: 2021-09-20
 10:40:43 -07:00**

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

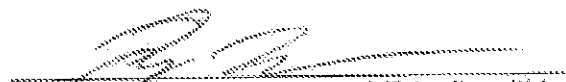
AFFIDAVIT OF EXECUTION
(Company)

In the Matter of the execution of a *Land Title Act* Form


I, Benjamin W. Hagen, Solicitor, of 700 - 401 West Georgia Street, Vancouver, British Columbia, V6B 5A1, make oath and say as follows:

1. I am 19 years of age or older and am acquainted with Century Group Lands Corporation (the "Company") and Sean George Hodgins (the "Authorized Signatory"), who is a director of the Company. The Company is named in the instrument as the Transferor.
2. The Company existed at the time the instrument was executed and is legally entitled to hold and dispose of land in British Columbia.
3. I am advised by the Authorized Signatory, and verily believe, that the Authorized Signatory (i) is an authorized signatory of the Company; and (ii) is authorized to execute the instrument.
4. I am acquainted with the signature of the Authorized Signatory and believe that the signature subscribed to the instrument is the signature of the Authorized Signatory.
5. The signature of the Authorized Signatory was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c.250 due to recommendations by the BC Public Health Officer to maintain social distance in order to prevent COVID-19 transmission.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, the 27th day of August, 2021.



A Commissioner for taking Affidavits within the Province of British Columbia



BENJAMIN W. HAGEN

RYAN M. KLASSEN
Barrister & Solicitor
700 - 401 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 5A1
TEL: (604) 682-3654