

VICTORIA LAND TITLE OFFICE

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

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1617916800 PAGE 1 OF 10 PAGES

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.

Tamara May
Fennell 5E2AMF
Digitally signed by Tamara May Fennell 5E2AMF
Date: 2021.04.20 14:36:34 -07'00'

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

Dan M. Marcotte, Q.C., Barrister & Solicitor

Dan Marcotte Law Corporation

440 Brunswick Street

Prince George

BC V2L 2B6

Telephone: 250-564-0052

File: 11211/pw

Document Fees: \$150.44

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

008-411-590

LOT A DISTRICT LOT 4047 CARIBOO DISTRICT PLAN 23955

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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))

CITY OF PRINCE GEORGE

1100 PATRICIA BOULEVARD

PRINCE GEORGE

BRITISH COLUMBIA

V2L 3V9

CANADA

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)

TAMARA M. FENNELL

Barrister & Solicitor

440 Brunswick Street

Prince George, BC V2L 2B6

Telephone: 250-564-0052

Y	M	D
21	03	19

Kidd Real Estate Holdings Ltd.
by its authorized signatory:

NAME: BRUCE CHARLES KIDD

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)

SHEILA CUPP

Y	M	D
21	03	31

City of Prince George by its authorized signatory:

Commissioner for Taking Affidavits for British Columbia

1100 Patricia Blvd.
Prince George, BC V2L 3V9
Expires: Nov 30, 2021

NAME: IAN WELLS
General Manager, Planning and Development
City of Prince George

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)

FAUSTA L. MAURO
Barrister & Solicitor
#200 - 4630 Lazelle Ave.
Terrace, B.C. V8G 1S6

Execution Date

Y	M	D
21	04	12

Transferor / Borrower / Party Signature(s)

JURGEN ERNEST SCHIEMANN

ELIZABETH MARIE SCHIEMANN

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.

FORM_E_V27

**LAND TITLE ACT
FORM E**

SCHEDULE

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NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

SECTION 219 COVENANT

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

PAGE 10

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

FORM_E_V27

**LAND TITLE ACT
FORM E**

SCHEDULE

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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. TRANSFEROR(S):

KIDD REAL ESTATE HOLDINGS LTD., INC. NO. BC821509,

and

JURGEN ERNEST SCHIEMANN, and
ELIZABETH MARIE SCHIEMANN,
(as to Priority).

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

BETWEEN: KIDD REAL ESTATE HOLDINGS LTD., INC. NO. BC821509,
c/o 3605 - 15th Avenue, Prince George, BC, V2N 1A3.

(the "Owner")

AND: City of Prince George, 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: 008-411-590 LOT A DISTRICT LOT 4047 CARIBOO DISTRICT PLAN 23955
- (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:

- (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) "Housing, Two Unit" shall have the same meaning as in the Zoning Bylaw;

- (c) “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;
 - (d) “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. RZ100644 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.

1.1 RELEASE OF COVENANT

In the event that Rezoning Application no. RZ100644 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 agreement.

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*, 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,
 - (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* 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 te 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 given 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 created 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

JURGEN ERNEST SCHIEMANN and ELIZABETH MARIE SCHIEMANN (the "Mortgagee")

Mortgage registered under no. CA7847054
(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 \$1.00 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