

LAND TITLE ACT
FORM C (Section 233) CHARGE

Jul-15-2014 12:16:24.001

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GENERAL INSTRUMENT - PART 1 Province of British Columbia

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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.

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

ROBERTA J. STEWART

HEATHER SADLER JENKINS LLP, LAWYERS

#204 - 1302 SEVENTH AVENUE

PRINCE GEORGE

BC V2L 3P1

Document Fees: \$73.50

PHONE: 250-565-8000

FILE NO: 30203-8/RJS

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

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) 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):

ACME JANITOR SERVICES LTD. (INC. NO. BC0067198)

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

SEE SCHEDULE

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)

ROBERTA J. STEWART

Barrister & Solicitor

204 - 1302 Seventh Avenue

Prince George BC

V2L 3P1 Ph: 250-565-8000

Y	M	D
14	06	02

ACME JANITOR SERVICE LTD. by
its authorized signatory:

Wes Walker, Director

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)

BRENDA SIEBEN

Commissioner for Taking Affidavits in BC

1100 Patricia Blvd.
Prince George, BC V2L 3V9
Exp. Jan 31/17

Y	M	D
14	05	27
14	06	27

CITY OF PRINCE GEORGE by its
authorized signatory(ies):

Ian Wells

MICHELLE ANN BOUDREAU

Commissioner for Taking Affidavits in BC

360 - 1011 4th Ave.
Prince George, BC V2L 3H9
Expires: Nov 30, 2015

THE CROWN IN RIGHT OF BRITISH
COLUMBIA, c/o MINISTRY OF
TRANSPORTATION AND
INFRASTRUCTURE by its authorized
signatory(ies):

KRISTEN JOHNSON

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 E

SCHEDULE

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

014-008-491 LOT 136 DISTRICT LOT 4377 CARIBOO DISTRICT PLAN 1329STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

014-008-513 LOT 137 DISTRICT LOT 4377 CARIBOO DISTRICT PLAN 1329STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

014-008-548 LOT 138 DISTRICT LOT 4377 CARIBOO DISTRICT PLAN 1329STC? YES

LAND TITLE ACT
FORM E

SCHEDULE

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

008-527-415 **LOT 139 DISTRICT LOT 4377 CARIBOO DISTRICT PLAN 1329 EXCEPT PLAN 17194**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

008-527-431 **LOT 140 DISTRICT LOT 4377 CARIBOO DISTRICT PLAN 1329 EXCEPT PLAN 17194**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

014-008-459 **LOT 131 DISTRICT LOT 4377 CARIBOO DISTRICT PLAN 1329 EXCEPT PLANS H226 AND 29483**

STC? YES

LAND TITLE ACT
FORM E

SCHEDULE

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

014-008-645 **PARCEL D (H22046) OF DISTRICT LOT 4377 CARIBOO DISTRICT PLAN 1329**STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

008-527-369 **LOT 134 DISTRICT LOT 4377 CAIBOO DISTRICT PLAN 1329 EXCEPT PLAN H226**STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

008-527-385 **LOT 135 DISTRICT LOT 4377 CARIBOO DISTRICT PLAN 1329 EXCEPT PLANS H226 AND 29483**STC? YES

**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.

6. TRANSFEREES:

City of Prince George
1100 Patricia Boulevard
Prince George, British Columbia
V2L 3V9

and

THE CROWN IN RIGHT OF BRITISH COLUMBIA
c/o MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE
Parliament Buildings
Victoria, British Columbia
V8V 1X5

LAND TITLE ACT
TERMS OF INSTRUMENT - PART 2
SECTION 219 COVENANT

THIS AGREEMENT made this _____ day of _____, 2014

BETWEEN:

ACME JANITOR SERVICE LTD.,
1960 Robertson
Prince George, BC V2N 1X6

(the "Owner")

OF THE FIRST PART

AND:

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

(the "City")

OF THE SECOND PART

AND:

THE CROWN IN RIGHT OF BRITISH COLUMBIA,
c/o MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE
Parliament Buildings
Victoria, BC V8V 1X5

(the "Ministry")

OF THE THIRD PART

WHEREAS:

- A. The Owner is the registered owner in fee simple of those lands and premises in the City of Prince George, in the Province of British Columbia, legally described as:

PID: 014-008-491
Lot 136, District Lot 4377, Cariboo District, Plan 1329;

PID: 014-008-513

Lot 137, District Lot 4377, Cariboo District, Plan 1329;

PID: 014-008-548

Lot 138, District Lot 4377, Cariboo District, Plan 1329;

PID: 008-527-415

Lot 139, District Lot 4377, Cariboo District, Plan 1329, Except Plan 17194;

PID: 008-527-431

Lot 140, District Lot 4377, Cariboo District, Plan 1329, Except Plan 17194;

PID: 014-008-459

Lot 131, District Lot 4377, Cariboo District, Plan 1329, Except Plans H226 and 29483;

PID: 014-008-645

Parcel D (H22046) of District Lot 4377, Cariboo District, Plan 1329;

PID: 008-527-369

Lot 134, District Lot 4377, Cariboo District, Plan 1329, Except Plan H226; and

PID: 008-527-385

Lot 135, District Lot 4377, Cariboo District, Plan 1329, Except Plans H226 and 29483

(collectively the “Lands”).

- B. The Owner has applied to the City for a rezoning of the Lands under Application No. RZ100423 and an Official Community Plan Amendment under Application No. CP100080 to facilitate light industrial development on the Lands.
- C. The Owner has voluntarily requested that the City and the Ministry accept the section 219 covenants created by this Agreement; and
- D. The City and the Ministry accept the section 219 covenants contained in this Agreement over the Lands.

THIS AGREEMENT is evidence that in consideration of payment of \$1.00 by the City and the Ministry to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Owner covenants and agrees with the City and the Ministry in accordance with section 219 of the *Land Title Act* as follows:

1. The Owner covenants and agrees with the City and the Ministry that:
 - a. the Lands shall be restricted to the following uses as set out in the City of Prince George Zoning Bylaw No. 7850, 2007, as amended from time to time:
 - i. contractor service, major;
 - ii. contractor service, minor;
 - iii. equipment, major;
 - iv. equipment, minor;
 - v. industrial, light;
 - vi. manufacturing, custom indoor;
 - vii. parking, non-accessory;
 - viii. service, household repair;
 - ix. service, industrial support;
 - x. vehicle repair, major;
 - xi. vehicle repair, minor;
 - xii. veterinary service, major;
 - xiii. veterinary service, minor;
 - xiv. warehousing and storage; and
 - xv. wholesale.
2. The parties agree that this Agreement may only be modified or discharged with the consent of the City and the Ministry under section 219(9) of the *Land Title Act*.
3. Any opinion, decision, act or expression of satisfaction provided for in this Agreement by the City is to be taken or made by the City's Director of Planning and Development or his or her delegate authorized as such.
4. The Owner releases, and covenants and agrees at all times to indemnify and save harmless the City and the Ministry, and their 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 the Ministry and save them 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 and the Ministry in enforcing this Agreement as a result of any default or breach hereof.
5. The rights given to the City and the Ministry by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City and the

Ministry to anyone, or obliges the City and the Ministry to enforce this Agreement, or to perform any act or to incur any expense in respect of this Agreement.

6. Where the City and the Ministry 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 City and the Ministry are under no public law duty of fairness or natural justice in that regard and agrees that the City and the Ministry may do any of those things in the same manner as if they were a private party and not a public body.
7. This Agreement does not:
 - a. affect or limit the discretion, rights or powers of the City and the Ministry 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 Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.
8. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with the Lands and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which any of the Lands is subdivided by any means and any parcel into which any of the Lands is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
9. The Owner agrees to do everything necessary, at the Owner's 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.
10. 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.
11. 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.

12. This Agreement is the entire agreement between the parties regarding its subject.
13. This Agreement binds the parties to it and their respective successors, heirs, executors, and administrators.
14. The Owner must do everything necessary to give effect to the intent of this Agreement, including execution of further instruments.
15. 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 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.

END OF DOCUMENT