

VICTORIA LAND TITLE OFFICE

CA7361175

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

Feb-22-2019 13:56:48.003

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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.

Tamara May
Fennell 5E2AMF
Digitally signed by Tamara May Fennell 5E2AMF
Date: 2019.02.22 13:34:27 -08'00'

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

Dan M. Marcotte, Barrister & Solicitor
Dan Marcotte Law Corporation
440 Brunswick Street
Prince George BC V2L 2B6
Document Fees: \$71.58

Telephone: 250-564-0052
File: 7719/Kidd/pw

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]
018-280-994 LOT A DISTRICT LOT 2425 CARIBOO DISTRICT PLAN PGP37227

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):

KIDD REAL ESTATE HOLDINGS LTD., INC. NO. BC0821509

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)

TAMARA M. FENNELL
Barrister & Solicitor
440 Brunswick Street
Prince George, BC V2L 2B6
Phone: 250-564-0052

Execution Date		
Y	M	D
19	02	12

Transferor(s) Signature(s)

Kidd Real Estate Holdings Ltd. by its authorized signatory:

Name: Bruce Kidd

Name: Kathryn 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
19	02	13

The City of Prince George by its
authorized signatory:

A Commissioner for Taking Affidavits for British Columbia

1100 Patricia Blvd.
Prince George, BC V2L 3V9

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 E**

SCHEDULE

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NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

LAND TITLE ACT

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT - PERMITTED AND RESTRICTED USES

BETWEEN: KIDD REAL ESTATE HOLDINGS LTD., INC. NO. BC0821509
3605 - 15th Avenue, Prince George, BC, V2N 1A3

(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. 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 Covenantor is the registered owner in fee simple of the land in the City of Prince George, in the Province of British Columbia, legally described as;

Parcel Identifier: 018-280-994

Lot A District Lot 2425 Cariboo District Plan PGP37227

(the "Land");
- C. The Covenantor wishes to grant, and the City accepts, the S. 219 covenant contained in this agreement over the Land.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00 paid by the City to the Covenantor, and of over 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. PERMITTED AND RESTRICTED USE OF LAND:

- 1.1 The restricted uses listed in Section 1 shall have the meanings and definitions assigned to those uses by the City of Prince George Zoning Bylaw No. 7850, 2007 as amended or replaced from time to time (the "Zoning Bylaw").
- 1.2 The Land shall be restricted to:
- a) a maximum density of 22 units per hectare;
 - b) housing forms to 50% single detached and 50% two-unit housing, row housing and four-plex housing mixed; and
 - c) 10% of the entire development shall include accessible housing features as defined by the City of Prince George Official Community Plan Bylaw No. 8383 as amended and replaced from time to time.

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 the Land, the Covenantor 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 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 suffered or incurred by the Covenantor, or anyone else, arising from the granting or existence of this Covenant, from the performance by the Covenantor of this Covenant, or any default of the Covenantor under or in respect of this Covenant. The Covenantor 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 Covenant 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 Covenant, 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 Covenant.
- 4.2 Given the public interest in the development and use of the Land in accordance with this Covenant, the public interest 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 in writing.

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

5. LAND TITLE ACT:

- 5.1 This Covenant shall be registered as a charge against the Land 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 Land and are intended to be perpetual.

6. RIGHTS PERMISSIVE ONLY:

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

7. MISCELLANEOUS:

- 7.1 Every obligation and covenant of the Covenantor in this Covenant constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Land and this Covenant burdens the Land and runs with it and binds the successors in title to the Land. This Covenant burdens and charges all of the Land in any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated. This Covenant shall be enforceable against the Covenantor and its successors in title to the Land.
- 7.2 The Covenantor agrees to do everything necessary, at the Covenantor's expense, to ensure that this Covenant 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 Covenant.

- 7.3 Any waiver of any breach of this Covenant is effective only if its is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Covenant does not operate as a waiver of any other or subsequent breach of this Covenant.
- 7.4 If any part of this Covenant 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 Covenant and the rest of this Covenant remains in force unaffected by that holding or by the severance of that part.
- 7.5 This Covenant binds the parties to it and their respective successors and assigns.
- 7.6 The Covenantor must do everything reasonably necessary to give effect to the intent of this Covenant, including execution of further instruments.
- 7.7 By executing and delivering this Covenant 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 Covenant under seal by executing Part 1 of the *Land Title Act* Form C to which this Covenant is attached and which forms part of this Covenant.

END OF DOCUMENT