



1. Application

TRAXLER HAINES
614 1488 Fourth Avenue
Prince George BC V2L 4Y2
250-563-7741

File No. 20-7232-204 RAT
LTO # 010880

2. Description of Land

PID/Plan Number Legal Description

011-099-739 LOT 21 DISTRICT LOT 1599 CARIBOO DISTRICT PLAN 11601

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

4. Terms

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

A selection of (a) includes any additional or modified terms.

5. Transferor

NRH INVESTMENTS LTD., NO.BC1214368

6. Transferee

CITY OF PRINCE GEORGE
1100 PATRICIA BLVD.
PRINCE GEORGE BC V2L 3V9

7. Additional or Modified Terms

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(s) <hr style="border: 0.5px solid black;"/> <p>ROBERT A. TRAXLER Barrister & Solicitor 614 1488 Fourth Avenue Prince George BC V2L 4Y2 Phone: 250-563-7741</p>	Execution Date YYYY-MM-DD 2020-04-09	Transferor Signature(s) <p>NRH INVESTMENTS LTD. By their Authorized Signatory</p> <hr style="border: 0.5px solid black;"/> <p>JASWINDER RAJU</p>
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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(s) <hr style="border: 0.5px solid black;"/> <p>SHEILA CUPP Commissioner for Taking Affidavits for British Columbia 1100 Patricia Blvd. Prince George BC V2L 3V9</p>	Execution Date YYYY-MM-DD 2020-04-15	Transferor Signature(s) <p>City of Prince George By their Authorized Signatory</p> <hr style="border: 0.5px solid black;"/> <p>IAN WELLS, General Manager, Planning and Development</p>
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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.

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.

Robert Alexander Traxler 3L273I	Digitally signed by Robert Alexander Traxler 3L273I Date: 2020-04-16 15:09:39 -07:00
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LAND TITLE ACT

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT – NO MIRROR IMAGE, RESTRICTION ON SECONDARY SUITES AND BASEMENTS

THIS INSTRUMENT is dated for reference the 18th day of March, 2020

BETWEEN:

NRH INVESTMENTS LTD., INC. NO. BC1214368

8956 Haldi Lake Road

Prince George, British Columbia V2N 6K1

(the "Owner")

OF THE FIRST PART

AND:

CITY OF PRINCE GEORGE

1100 Patricia Boulevard

Prince George, British Columbia V2L 3V9

(the "City")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the City of Prince George, in the Province of British Columbia, legally described as follows:

PID: 011-099-739,

LOT 21 DISTRICT LOT 1599 CARIBOO DISTRICT PLAN 11601

(the "Lands");

- B. The Owner has applied to the City for a rezoning of the Lands under Application No. RZ100650 (the "Rezoning") to facilitate construction of two-unit housing, which includes rezoning the Lands to the RT1: Two-Unit Residential zone under the Zoning Bylaw;

- C. The Owner has voluntarily requested that the City accept the section 219 covenants created by this Agreement; and
- D. The City accepts 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 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 in accordance with s.219 of the *Land Title Act* as follows:

- 1. The following terms used in this Agreement shall have the respective meanings hereinafter provided:
 - (a) "Housing, Two-Unit" shall have the same meaning as in the Zoning Bylaw;
 - (b) "Lands" means those lands in the City of Prince George legally described as PID: 011-099-739, LOT 21 DISTRICT LOT 1599 CARIBOO DISTRICT PLAN 11601;
 - (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, colour, form, setbacks, style and size;
 - (d) "Zoning Bylaw" means the City of Prince George Zoning Bylaw No. 7850, 2007, as amended or replaced from time to time.
- 2. Pursuant to Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250, the Owner covenants and agrees with the City that:
 - (a) any Housing, Two-Unit building built on any portion of the Lands shall be built such that the Housing, Two-Unit building is Non-Mirror Image; and
 - (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.
- 3. Restrictions on Secondary Suites:
 - (a) There shall be no secondary suites within the housing, two-unit building built on any portion of the Lands.

In this agreement, the terms "Basement" and "Principal Building" shall have the same definitions, respectively, as in the City of Prince George Zoning Bylaw No. 7850, 2007, as amended and replaced from time to time.

4. Restrictions on Basements:
 - (a) The Lands shall not be built on except in accordance with this agreement;
 - (b) The Owner shall not build or permit to be built on the Lands, any principal building with a basement; and
 - (c) No building permit may be applied for, and the City is not obligated to issue any building permit on the Lands, in respect to the principal building with a basement.
5. Any opinion, decision, act or expression of satisfaction provided for in this Agreement by the City, including without limitation the determination of whether or not the design of a proposed Housing, Two-Unit building is or is not Non-Mirror Image, is to be taken or made by the City's Director of Planning and Development or his or her delegate authorized as such.
6. 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.
7. 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.
8. Where the City 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 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.

9. 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 Lands, or
 - (b) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.
10. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands in consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
11. The Owner covenants and 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.
12. 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.
13. 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.
14. This Agreement is the entire agreement between the parties regarding its subject.
15. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
16. The Owner must do everything necessary to give effect to the intent of this Agreement, including execution of further instruments.

17. 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 Lands, the Owner agrees that the use and development of the Lands shall be governed by all applicable bylaws of the City as amended from time to time.
18. 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 under seal by executing Part 1 of the *Land Title Act* Form C and Form D to which this Agreement is attached and which forms a part of this Agreement.