

PLAN OF SUBDIVISION OF REMAINDERS OF
N.E. 1/4 & S.E. 1/4 OF
DISTRICT LOT 754
CARIBOO DISTRICT - BRITISH COLUMBIA

SCALE: 1" = 200'

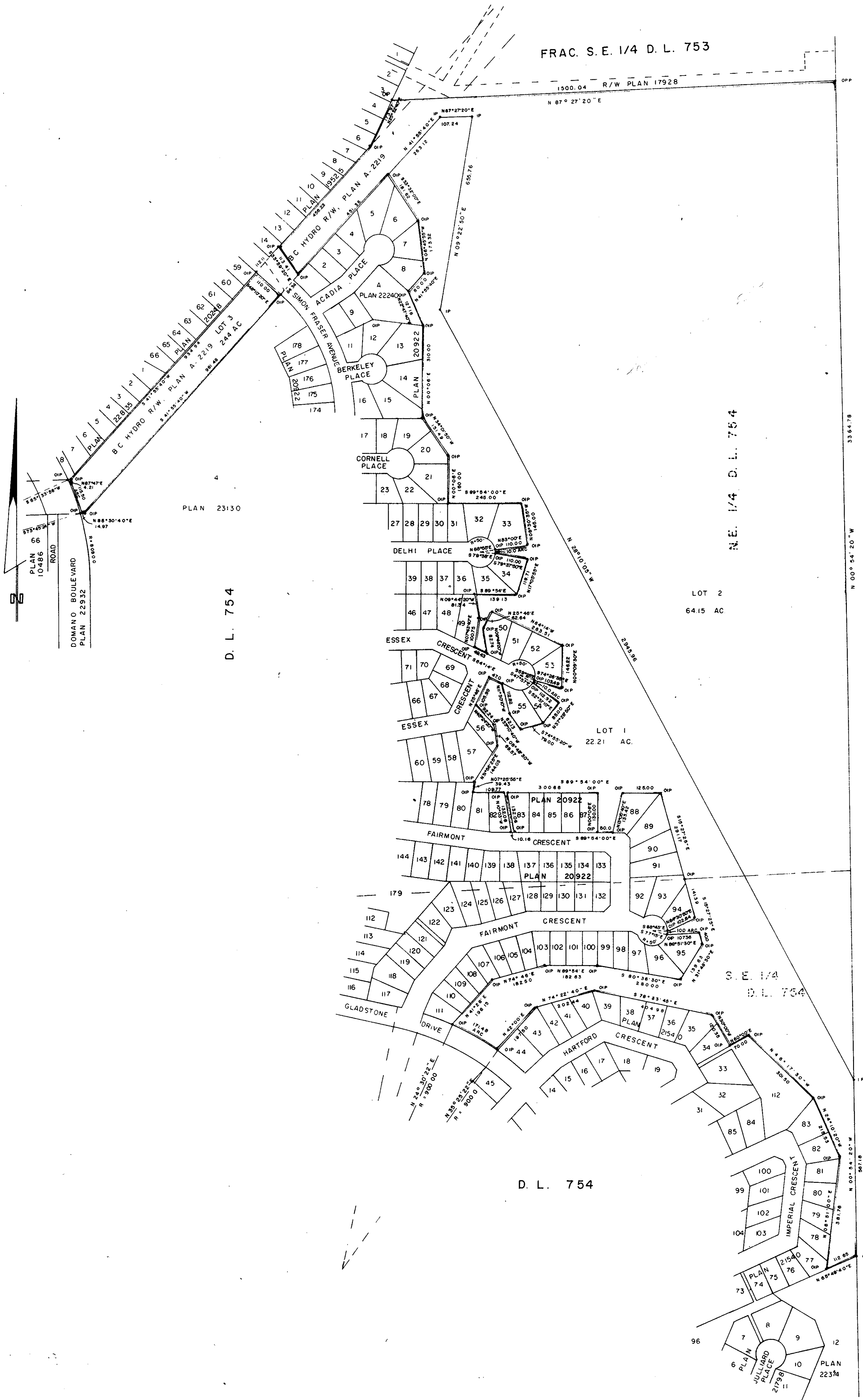
NOTE: Bearings are astronomic, derived from the southeasterly boundary
of B.C. Hydro R/W Plan A-2219 as shown on Plan 20922.

LEGEND: *OPP denotes an old pipe post found.
*OIP denotes an old iron pin found.
*IP denotes an iron pin set.

ROTTED JE

PLAN No 24418
Deposited in the Land Registry
Office at Prince George, B.C. this
30 day of Oct, 1978.

E.T. Schooley
Registrar



I, DONALD A. DUFFY of the City of Prince George,
a British Columbia Land Surveyor, make oath and say
that I was present at and did personally superintend
the survey represented by this plan and that the survey
and plan are correct. The said survey was completed
on the 3rd day of February, 1978.

ROMAN CATHOLIC EPISCOPAL CORPORATION
OF PRINCE RUPERT

F. O'Grady
PRESIDENT

Approved under the Land Registry Act
this 15th day of JUNE, 1978

Approving Officer, City of Prince George
Reapproved Oct. 5, 1978

This plan lies within the Fraser-Fort George
Regional District.

Sworn before me this 21st
day of JUNE, 1978

A Commissioner for taking Affidavits
for British Columbia.

18/11/02 55C

PT010072

LAND TITLE ACT
FORM C
(Section 233)

Province of British Columbia

GENERAL INSTRUMENTS - PART 1

(This area for Land Title Office use)

Page 1 of 6 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Elizabeth Yip, McCarthy Tétrault LLP
1300-777 Dunsmuir Street, Vancouver, B.C. V7Y 1K2
Phone: (604) 643-7100 Client No. 010452

NORTHERN REGISTRY SERVICES
1-800-292-8398 P1659

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*
(PID) (LEGAL DESCRIPTION)
008-234-680 Lot 2, DL 754, Cariboo District, Plan 24418 ✓
014-999-978 The Fractional South East 1/4 of District Lot 753, Cariboo District, Except Plans 16085, 16269, 19269, 20078, 20248, 21392, 24369 and 28450 ✓

3. NATURE OF INTEREST:*
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
Restrictive Covenant Page 4, Paragraph 1 Registered Owner of Lot 2, DL 2003 Cariboo District, Plan PGP 47842 and Lot 3, DL 753 and 2003, Cariboo District, Plan PGP 47842

4. TERMS: Part 2 of this instrument consists of (select one only):
(a) Filed Standard Charge Terms D.F. Number: 01 02/03/18 14:55:54 01 PG 239460
(b) Express Charge Terms Annexed as Part 2 CHARGE \$55.00
(c) Release There is no Part 2 of this instrument.
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*
THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT ✓


6. TRANSFEREE(S): (including postal address(es) and postal code(s))
FIRST PRINCE GEORGE DEVELOPMENTS LIMITED (Reg. No. A-56164), 110 - 11791 Machrina Way, Richmond, British Columbia, V7A 4V3 ✓

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.

USE BLACK INK ONLY

Officer Signature(s)


GARY R. BROWN, Q.C.
Barrister & Solicitor
1598 6th Avenue
Prince George, B.C. V2L 5G7 ✓

(as to all signatures)


Execution Date

Y	M	D
02	03	15

USE BLACK INK ONLY

Party(ies) Signature(s)

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT by its authorized signatory(ies)


Print Name: HAZEL DALTON ✓

Print Name:

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space in any box insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

USE BLACK INK ONLY

Officer Signature(s)

Execution Date

Y M D

Y	M	D
02	03	11

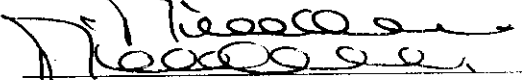
USE BLACK INK ONLY

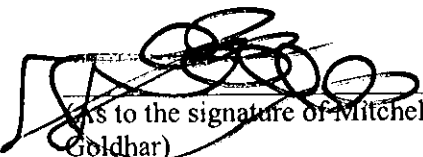
Party(ies) Signature(s)

FIRST PRINCE GEORGE
DEVELOPMENTS LIMITED

by its authorized signatories:


John Berrington


Mitchell Goldhar


(As to the signature of Mitchell Goldhar)
Gavin Goebel
Barrister & Solicitor
259 Yorkland Road, Suite 300
Toronto, Ontario M2J 5B2

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.

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- ** If space in any box insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT

TERMS OF INSTRUMENT – PART 2

Page 3 of 6 pages

RESTRICTIVE COVENANT

THIS AGREEMENT dated for reference March 11, 2002.

BETWEEN:

**THE ROMAN CATHOLIC EPISCOPAL CORPORATION
OF PRINCE RUPERT**, P.O. Box 7000, Prince George, British
Columbia V2N 3Z2

(the "Grantor")

AND:

FIRST PRINCE GEORGE DEVELOPMENTS LIMITED,
110 – 11791 Machrina Way, Richmond, British Columbia,
V7A 4V3

(the "Grantee")

WHEREAS:

A. The Grantor is the registered owner in fee simple of the lands and premises located in Prince George, British Columbia and legally described as follows:

Parcel Identifier: 008-234-680

Lot 2

District Lot 754

Cariboo District

Plan 24418; and ✓

Parcel Identifier: 014-999-978

The Fractional South East 1/4 of

District Lot 753

Cariboo District

Except Plans 16085, 16269, 19269, 20078, 20248, 21392, 24369
and 28450. ✓

(collectively, the "Servient Tenement");

B. The Grantee is the registered owner of the lands and premises located in the Prince George, British Columbia and legally described as follows:

Lot 2
District Lot 2003
Cariboo District
Plan PGP 47842

and

Lot 3
District Lots 753 and 2003
Cariboo District
Plan PGP 47842

(collectively, the "Dominant Tenement"); and

C. The Grantor has agreed to grant to the Grantee a restrictive covenant for the benefit of the Grantee over a portion of the Servient Tenement on the terms and conditions contained herein.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) now paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the parties agree as follows:

1. **Grant of Covenant.** The Grantor hereby covenants with the Grantee with the intent that the burden of this covenant shall run with and bind the Servient Tenement and every part thereof, that until April 1, 2006 (the "Expiry Date"), the Grantor will not use or develop the Servient Tenement or permit the Servient Tenement to be used or developed or to serve in any way, in whole or in part, as a substitute for or replacement of the Pine Valley Golf Course currently located in Prince George, British Columbia on lands legally described as follows:

Parcel Identifier: 015-098-231
The East ½ of
District Lot 8181
Cariboo District
Except Plan 21094,

and operated under the name of "Pine Valley Golf Course" or otherwise.

2. **Grantor's Acknowledgement.** The Grantor hereby expressly acknowledges and agrees that:
 - (a) the Dominant Tenement is in proximity to the Servient Tenement;
 - (b) any use of the Servient Tenement for any use or purpose prohibited by section 1 hereof will cause irreparable damage and harm to the Dominant Tenement and the value thereof; and

- (c) any breach or violation of the covenant contained in section 1 hereof shall not be susceptible of adequate relief by way of damages alone, and in addition to any other remedies to which the Grantee may at any time be entitled at law or in equity, the Grantee shall be entitled to obtain injunctive relief in any court of competent jurisdiction.
3. **Sale of Servient Tenement.** In the event of the sale or transfer of the Servient Tenement or any portion or part thereof prior to the Expiry Date, the Grantor shall use its best efforts to obtain a covenant from the purchaser or transferee agreeing to be bound by and observe the terms of this Agreement, an executed copy of which agreement shall be delivered to the Grantee forthwith upon the completion of such sale.
 4. **Discharge.** The Grantee will, at the request of the Grantor at any time after the Expiry Date, execute a discharge of this covenant and register such discharge at the appropriate Land Title Office at the Grantee's own expense. If the Grantor was in breach hereunder prior to the Expiry Date, the execution and registration of such discharge by the Grantee will be without prejudice to the Grantee's rights and remedies against the Grantor.
 5. **Severability.** The Grantor and the Grantee agree that if from time to time any term or provision of this Agreement or the application thereof to any particular person or circumstance shall to any extent be held by a court of competent jurisdiction to be unenforceable or invalid or illegal, then and so often as same shall occur, to the extent and in the circumstances found to be unenforceable, invalid or illegal, such term or provision shall be severable, and the remainder of this Agreement, and the application of such term or provision to persons or circumstances other than those as to which it was held unenforceable, invalid or illegal, shall not be affected thereby, and each and every term and provision of this Agreement shall be and continue to be valid and enforceable and shall be enforced to the greatest extent permitted by law.
 6. **Modification.** This Agreement may only be modified in writing and signed by both parties hereto.
 7. **No Waiver.** The Grantor hereby expressly covenants and agrees with the Grantee that any failure of the Grantee to enforce the covenants and restrictions contained in section 1 above or any other provisions of this Agreement, upon any breach or violation thereof, or any failure by the Grantee to exercise any rights or remedies arising from any such breach or violation, or any indulgence or delay by the Grantee in enforcing the covenants and restrictions or in exercising its rights or remedies, shall not constitute a waiver in whole or in part by the Grantee of any such breach or violation or any other breach or violation, nor shall it constitute any estoppel or laches or otherwise affect or impair any rights or remedies of the Grantee resulting upon such breach or violation or any other breach or violation, and any waiver shall only be effective and binding if made in writing and signed by the Grantee. Any effective waiver in writing as aforesaid shall only apply to the particular breach or violation or other matter or circumstance waived and shall not apply to or extend to any other or subsequent breach or violation, matter or

circumstances, of the same or different kind, any rule of law or equity to the contrary notwithstanding.

8. **Run with the Lands.** This Agreement shall be construed as running with and being a burden upon the Servient Tenement, but no part of the fee of the soil of the Servient Tenement shall pass to or be vested in the Grantee under or by these presents and if the Servient Tenement is subdivided then the covenant herein granted shall continue to run with and bind each subdivided parcel thereof of which the Servient Tenement forms a part.
9. **Covenants Personal.** The covenants of the Grantor contained herein shall be personal and binding upon the Grantor only during the Grantor's ownership of any interest in the Servient Tenement but the Servient Tenement shall nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Grantor in the Servient Tenement and the compliance by the Grantor with the provisions of section 3 above, the Grantor shall be freed and discharged from the observance and performance thereafter of the covenants on its part in respect of the Servient Tenement and on its part to be observed and performed.
10. **Gender.** Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
11. **Enurement.** Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows.
12. **No Restriction.** Nothing in this Agreement will be interpreted so as to restrict or prevent the Grantor from using the Servient Tenement in any manner which does not unreasonably interfere with the exercise by the Grantee of the covenant hereby granted.

END OF DOCUMENT

circumstances, of the same or different kind, any rule of law or equity to the contrary notwithstanding.

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END OF DOCUMENT