

LAND TITLE ACT
FORM C

(Section 233)
Province of British Columbia

-3 JUN 2002 11 42

PT019910

GENERAL INSTRUMENTS - PART 1

(This area for Land Title Office use)

Page 1 of 8 pages

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

Walter Babicz, Wilson, King & Company
1000 - 299 Victoria Street, Prince George, British Columbia, V2L 5B8
Telephone: 250-960-3200 File No. G2457

SUBMITTED BY:
TRI LIN REGISTRY SERVICES *Chul.*

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID) (LEGAL DESCRIPTION)
No PID Lot A District Lot 632 Cariboo District Plan PGP 48073

3. NATURE OF INTEREST:*

DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(PAGE AND PARAGRAPH)
COVENANT SECTION 219 ENTIRE DOCUMENT TRANSFEREE

4. TERMS: Part 2 of this instrument consists of (select one only):

- (a) Filed Standard Charge Terms D.F. Number:
- (b) Express Charge Terms Annexed as Part 2
- (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):*

RITCHIE BROS. PROPERTIES LTD. (Inc. No. A45973)

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

CITY OF PRINCE GEORGE, a Municipal Corporation, 1100 Patricia Boulevard, Prince George, British Columbia, V2L 3V9

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)

MAURICE E.J. LAMBERT
BARRISTER & SOLICITOR
SUITE 500 NORTH TOWER
5811 COONEY ROAD
RICHMOND, B.C. V6X 3M1
PHONE: (604) 276-2765

Execution Date

Y	M	D
01	3	18

USE BLACK INK ONLY

Party(ies) Signature(s)

RITCHIE BROS. PROPERTIES LTD.
by its authorized signatory(ies)

Print Name:

MATTHEW MILLER

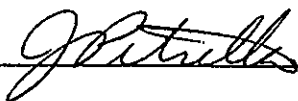
OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E

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

USE BLACK INK ONLY

Officer Signature(s)



Jane Petrella
Commissioner for Taking Affidavits
for British Columbia
1100 Patricia Blvd.
Prince George, B.C. V2L 3V9

(As to both signatures)

Execution Date

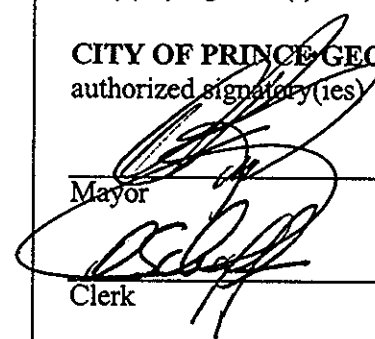
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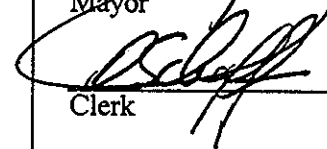
Party(ies) Signature(s)

CITY OF PRINCE GEORGE by its
authorized signatory(ies)

Mayor


Colin Kinsley

Clerk


Don Schaffler

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 box insufficient, continue executions on additional page(s) in Form D.

SECTION 219 COVENANT

THIS AGREEMENT is dated for reference the 5th day of March, 2002.

BETWEEN:

RITCHIE BROS. PROPERTIES LTD. (Inc. No. A45973),
9200 Bridgeport Road,
Richmond, British Columbia
V6X 1S1

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

CITY OF PRINCE GEORGE,
a Municipal Corporation,
1100 Patricia Boulevard
Prince George, British Columbia
V2L 3V9

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owner of those certain parcels or tracts of land and premises situate, lying and being in the City of Prince George, in the Province of British Columbia, and being more particularly known and described as:

North West 1/4 of District Lot 632,
Cariboo District, Except Plan 26316

PID: 014-997-975

(hereinafter called the "Parent Property").

- B. The Covenantor has applied to the City for a subdivision of the Parent Property into two lots.
- C. In connection with the proposed subdivision of the Parent Property, 596037 British Columbia Ltd. has applied to the City for development variance permit number VP100005, a copy of which is attached hereto as Schedule "A" (the "Development Variance Permit"), to vary sections 25.2 (e), (f), (g) and (h) of the Prince George Subdivision Control By-Law No. 3538, 1981.
- D. In order to accommodate the issuance of the Development Variance Permit by the City, the Covenantor has agreed to enter into this covenant in favour of the City over that part of the Parent Property which, after subdivision, will be legally described as:

Lot A District Lot 632 Cariboo District Plan PGP 48073

(hereinafter called "Lot A").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the City to the Covenantor and of other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Covenantor), the parties hereto each hereby covenant, promise and agree with the other as follows.

1. **Restrictions on Lot A**

The Covenantor covenants and promises to the City in accordance with section 219 of the *Land Title Act* that:

- (a) Lot A shall not be subdivided; and
- (b) no building permit may be applied for, and the City is not obliged to issue any building permit, in respect of Lot A;

until final completion of construction of the deferred works set out in paragraph 4. A) and paragraph 4. B) of the Development Variance Permit (the "Deferred Works").

2. **Exception**

Section 1 does not prohibit the Covenantor from doing anything that, in the reasonable opinion of the City, is necessary to construct the Deferred Works.

3. **Release of Agreement**

The City will execute and deliver a discharge of this Agreement in registrable form at the Covenantor's request, to be prepared and registered at the Covenantor's expense, in any of the following circumstances:

- (a) if the Covenantor has at its expense constructed the Deferred Works to final completion, to the satisfaction of the City; or
- (b) if, in lieu of constructing the Deferred Works, the Covenantor has delivered security to the City for the construction of the Deferred Works, in accordance with section 48 of the Prince George Subdivision Control By-Law No. 3538, 1981.

4. **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 Lot A, the Covenantor agrees that the use and development of Lot A shall be governed by all by-laws of general application in the City as amended from time to time.

5. **Indemnity**

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 Agreement as a result of any default or breach of this Agreement.

6. **Land Title Act**

This Agreement shall be registered as a charge against Lot A 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 lands and are intended to be perpetual.

7. **Priority**

The Covenantor agrees to do everything necessary, at the Covenantor's expense, to ensure that this Agreement is registered against title to Lot A 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.

8. **Successors**

This Agreement and all covenants, agreements and provisos herein contained shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, as evidence of their agreement to be bound by the above terms, the Covenantor and the City have executed and delivered this Agreement by executing this Agreement on the Form C and Form D attached hereto.

Schedule "A"

DEVELOPMENT VARIANCE PERMIT NO. VP100005

1. Issued to: 596037 British Columbia Ltd.

Owner: Ritichie Bros. Properties Ltd., Inc.No. A459637

Address: 805 - First Avenue
Prince George, BC V2L 2Y4

2. This Development Variance Permit is issued pursuant to Section 922 of the Local Government Act and is issued subject to compliance with all of the Bylaws of the City of Prince George applicable thereto, except as specifically varied by this permit.

3. This permit applies to:

Address: 1434 Old Cariboo Highway
Legal Description: NW 1/4, District Lot 632, Cariboo District, Except Plan 26316

4. This Development Variance Permit varies:

- a) ___ Zoning Bylaw No. 3482, 1980
 - b) X Subdivision Bylaw No. 3538, 1981 Sections 25.2 (e), (f), (g), (h)
 - c) ___ Sign Bylaw No. 7202, 2001
 - d) ___ Land Use Contract Bylaw No. ___
 - e) ___ Manufactured Home Bylaw No. 6091, 1993
- as follows:

A) To defer until further subdivision or building permit, other than the current proposed Subdivision, the following requirements under Section 25.2(e), (f) and (h):

- 1.) Construction of Sanitary Sewer and Watermain extensions to proposed Lot A, North of Highway 16 East.
- 2.) Asphalt paving of the Old Cariboo Highway, north of Highway 16 East to the north edge of the access into proposed Lot A, north of Highway 16 East to an open shoulder standard.

B) To Defer until further subdivision or building permit, other than the current proposed subdivision, the following requirements as identified in the Traffic Impact Study prepared by L&M Engineering Limited and as approved by the Ministry of Transportation:

- 1.) Westbound deceleration land on Highway 16 East.

- C) To waive the following requirements under Section 25.2(e), and (g):
 - 1.) Requirement to construct curb and gutter along Old Cariboo Highway and along the future extension of Old Cariboo Highway.
 - 2.) Requirement to construct Municipal Storm Sewer main collection system.
 - 3.) Requirement to construct underground power, telephone and cable and street-lighting.

as shown on Appendix "A".

5. If a Building Permit for the development permitted by this Permit has not been issued and construction substantially commenced within two years after date of the Council resolution authorizing this Permit, this Permit shall lapse.

Authorizing Resolution passed by the Mayor and Council the _____ day of _____, 2001.

Approved by the Minister of Transportation pursuant to Section 924 of the Local Government Act, this _____ Day of _____, 2001

for Minister of Transportation

Issued this _____ day of _____ 2001.

CLERK OF THE CITY OF PRINCE GEORGE

LAND TITLE ACT
FORM C (Section 233)

-3 JUN 2002 11 43

PT019914

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 5 Pages

1. APPLICATION: KAREN FINLAY
 PRYKE LAMBERT LEATHLEY RUSSELL
 Barristers & Solicitors
 500 - 5811 Coney Road
 Richmond, BC V6X 3M1
 PHONE: 276-2765

SUBMITTED BY:
 TRI LIN REGISTRY SERVICES
 Applicant - KAREN FINLAY

File No. 49020/Ritchie Bros.

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 (ID) (LEGAL DESCRIPTION)
 Not Available Lot B District Lot 632 Cariboo District, Plan PGP 48073

3. NATURE OF INTEREST:
 Description Document Reference Person Entitled to Interest
 (Page and Paragraph)

SECTION 219 COVENANT ENTIRE INSTRUMENT TRANSFEREE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. Number
 (b) Express Charge Terms Annexed as Part 2
 (c) Release There is no Part 2 of this instrument

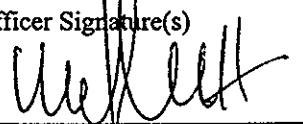
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.
 If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*
 RITCHIE BROS. PROPERTIES LTD., (Inc. No. A45973), 9200 Bridgeport Road, Richmond,
 B. C., V6X 1S1

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*
 CITY OF PRINCE GEORGE, a Municipal Corporation, 1100 Patricia Boulevard, Prince George,
 B. C., V2L 3V9

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)


MAURICE E.J. LAMBERT
 BARRISTER & SOLICITOR
 SUITE 500 NORTH TOWER
 5811 COONEY ROAD
 RICHMOND, B.C. V6X 3M1
 PHONE: (604) 276-2765

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00	6	27

Party(ies) Signature(s)
 RITCHIE BROS. PROPERTIES
 LTD., By its Authorized Signatory

Print Name:
 IAN MOSHER

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, enter "SEE SCHEDULE" and attach schedule in Form D.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Execution Date

Officer Signature(s)

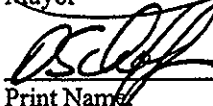


Jane Petrella
Commissioner for Taking Affidavits
for British Columbia
1100 Patricia Blvd.
Prince George, B.C. V2L 3V9

(As to both signatures)

	Y	M	D
	02	04	08
	00		

Transferor/Borrower/Party
Signature(s)
The City of Prince George By its
Authorized Signatory(ies)


Print Name: **Colin Kinsley**
Mayor
Print Name: **Don Schaffer**
Clerk

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.

EXPRESS CHARGE TERMS -- PART 2

**SECTION 219 COVENANT
(Subdivision Restriction)**

THIS INSTRUMENT is dated for reference the _____ day of _____, 2000.

BETWEEN:

RITCHIE BROS. PROPERTIES LTD., (Inc. No. A45973), 9200
Bridgeport Road, Richmond, B. C., V6X 1S1

(hereinafter called "Covenantor")

OF THE FIRST PART

AND:

CITY OF PRINCE GEORGE, a Municipal Corporation,
1100 Patricia Boulevard, Prince George, B. C., V2L 3V9

(hereinafter called "City")

OF THE SECOND PART

WHEREAS:

A. The Covenantor is the registered owner of those certain parcels or tracts of land and premises situate, lying and being in the City of Prince George, in the Province of British Columbia, and being more particularly known and described as:

P.I.D. 014-997-975

North West ¼ of District Lot 632 Cariboo District,

Except Plan 26316

(hereinafter called the "Parent Property")

B. The Covenantor has applied to the City pursuant to the *Municipal Act* for British Columbia, for certain rezoning of the Parent Property and a subdivision of the Parent Property into two lots.

C. In order to accommodate the rezoning and subdivision of the Parent Property, the Covenantor has agreed to enter into this covenant in favour of the City over that part of the Parent Property which, after subdivision, will be legally described as:

Lot B District Lot 632 Cariboo District Plan PGP 48073

(hereinafter called "Lot B")

NOW THEREFORE THIS INSTRUMENT WITNESSES that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the City to the Covenantor and of other valuable consideration (the receipt whereof is hereby by the Covenantor acknowledged), the parties hereto each hereby covenant, promise and agree with the other as follows;

1. Subdivision of Lot B

The Covenantor covenants and promises to the City that the Covenantor will not subdivide Lot B into more than three (3) fee-simple lots.

2. 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 Lands, the Covenantor agrees that the use and development of Lot B shall be governed by all by-laws of general application in the City as amended from time to time.

3. Indemnity

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 Instrument as a result of any default or breach of this Instrument.

4. Land Title Act

This Instrument shall be registered as a charge against the Lands 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 Lot B and are intended to be perpetual.

5. Successors

This Instrument and all covenants, agreements and provisos herein contained shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

END OF DOCUMENT