



LAND TITLE ACT  
FORM C

(Section 233)  
Province of British Columbia

-3 JUN 2002 11 42

PT019911

GENERAL INSTRUMENTS - PART 1

(This area for Land Title Office use)

Page 1 of 7 pages

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

Wilson, King & Company  
1000-299 Victoria Street  
Prince George, BC V2L 5B8  
Phone: (250)960-3200 File: G2457

SUBMITTED BY:  
TRI LIN REGISTRY SERVICES

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  
Part on Plan PGP 48074 (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
02	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)

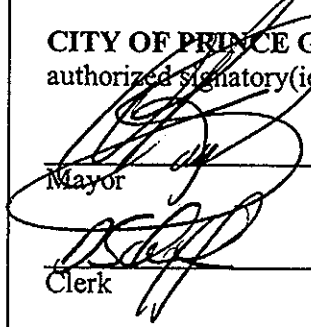
Execution Date

Y	M	D
02	04	08

USE BLACK INK ONLY

Party(ies) Signature(s)

CITY OF PRINCE GEORGE by its  
authorized signatory(ies)



Mayor

Colin Kinsley

Clerk

Don Schaffer

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- \* 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. 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. **Covenant Area**

In this Agreement, "Covenant Area" means all that portion of Lot A shown outlined in heavy dark line on the plan prepared by R. L. Johns Land Surveying Ltd., B.C.L.S., signed on November 19, 2001, a reduced copy of which is attached to this Agreement as Schedule "A" and the original of which is filed in the appropriate Land Title Office under No. P6P48074.

2. **Restrictions on Covenant Area**

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

- (a) no building or structure, or any part of a building or structure, including any fixed equipment, shall be constructed, reconstructed, moved, extended or located within the Covenant Area; and

- (b) no building permit may be applied for, and the City is not obliged to issue any building permit, in respect of the Covenant Area.

3. **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.

4. **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.

5. **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.

6. **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.

7. 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 *Land Title Act* Form C and Form D attached hereto.

Schedule "A"

REFERENCE PLAN TO ACCOMPANY A COVENANT ON PARTS OF LOTS A & B  
 PLAN PGP  
 DISTRICT LOT 632  
 CARIBOO DISTRICT

S.C.S. 830.097  
 PURSUANT TO SECTION 215 OF THE LAND TITLE ACT.

SCALE: 1 : 2000  
 ALL DISTANCES SHOWN ARE IN METRES.

This Plan shall be interpreted in accordance with the provisions of the Land Title Act, and the provisions of the Land Title Act shall prevail over any other provisions.

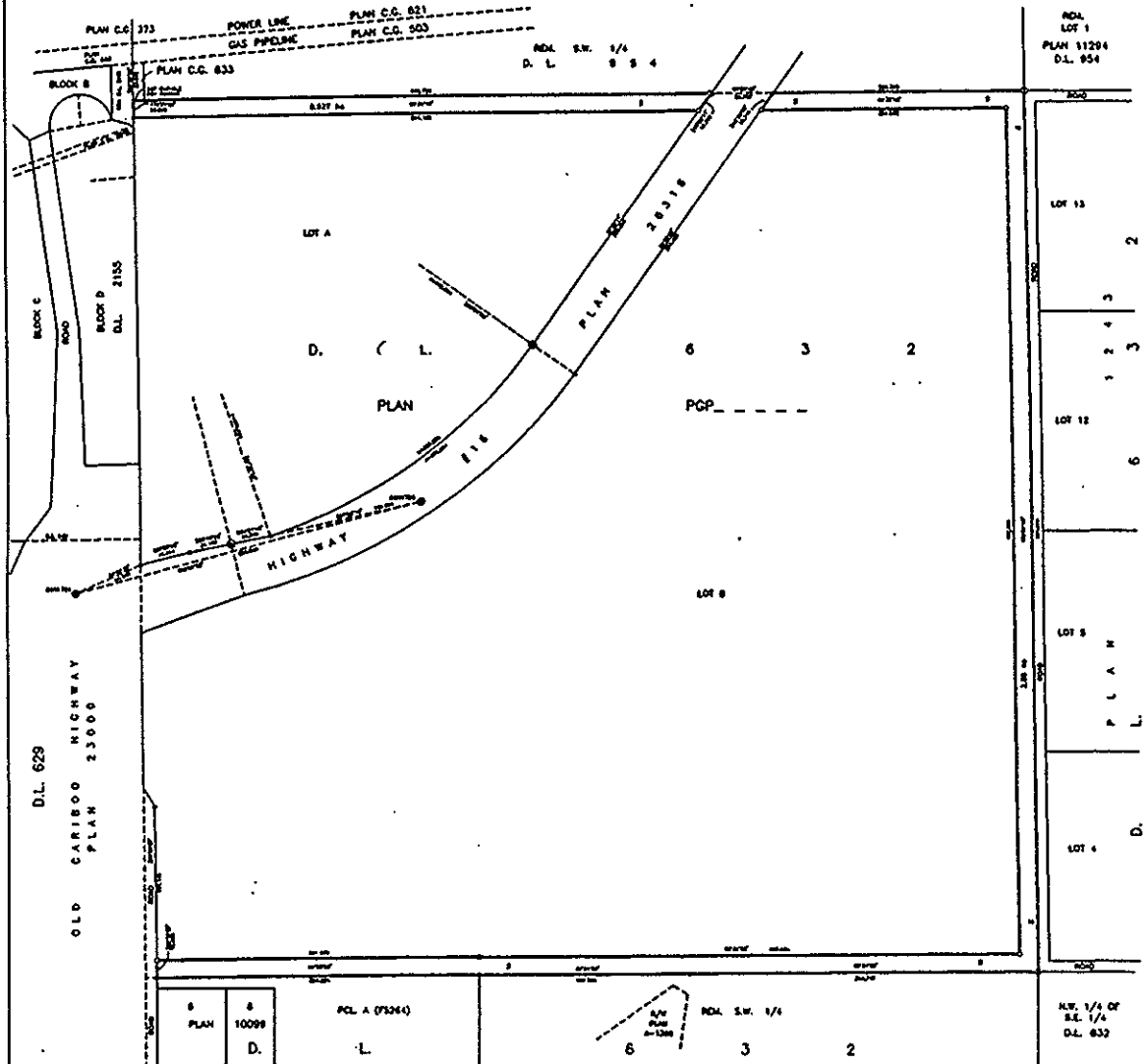
AND SUBJECTS ARE TO BE INTERPRETED IN ACCORDANCE WITH THE PROVISIONS OF THE LAND TITLE ACT, AND THE PROVISIONS OF THE LAND TITLE ACT SHALL PREVAIL OVER ANY OTHER PROVISIONS.

LEGEND

- Boundary of Lot Plan
- Boundary of Sub-Plan
- Boundary of Block Plan
- Boundary of District Plan
- Boundary of Section Plan



BOOK OF REFERENCE		
Reference	To	By
Lot A, Plan PGP, S.C.S. 830.097, D.L. 632	10099	10099
Lot B, Plan PGP, S.C.S. 830.097, D.L. 632	10099	10099



I, [Name], a British Columbia Land Surveyor, of good character, do hereby certify that I am a duly qualified and licensed Land Surveyor and that I have prepared this plan in accordance with the provisions of the Land Title Act, and the provisions of the Land Title Act shall prevail over any other provisions.

PLAN NO. PGP  
 APPROVED IN THE LAND TITLE OFFICE  
 AT PRINCE GEORGE, B.C., THIS  
 10th DAY OF [Month] 19[Year]



LAND TITLE ACT  
FORM C

LAND TITLE OFFICE  
PRINCE GEORGE/PRINCE RUPERT

(Section 233)  
Province of British Columbia

GENERAL INSTRUMENTS - PART 1

(This area for Land Title Office use)

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

Wilson, King & Company  
1000-299 Victoria Street  
Prince George, BC V2L 5B8  
Phone: (250)960-3200

File: G2457

SUBMITTED BY:  
TRI LIN REGISTRY SERVICES

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

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

3. NATURE OF INTEREST:\*

DESCRIPTION	DOCUMENT REFERENCE (PAGE AND PARAGRAPH)	PERSON ENTITLED TO INTEREST
Part on Plan PGP <u>48074</u> COVENANT SECTION 219	ENTIRE DOCUMENT	TRANSFeree

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BARRISTER & SOLICITOR  
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by its authorized signatory(ies)

Print Name:

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for British Columbia  
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(As to both signatures)

Execution Date

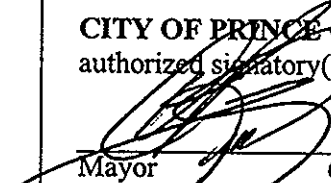
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Mayor

  
Colin Kinsley

Clerk

  
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(hereinafter called "Lot B").

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4. **Indemnity**

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6. **Priority**

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