

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.

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

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

3. NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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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):

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

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.

Officer Signature(s)

Execution Date		
Y	M	D

Transferor(s) Signature(s)

EXECUTIONS CONTINUED**Execution Date**

Transferor / Borrower / Party Signature(s)

Y	M	D
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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.

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the Execution Date entered on page 1 of Form C is

BETWEEN:

PEACE RIVER REGIONAL DISTRICT

Box 810, Dawson Creek, BC, V1G 4H8

(the “**District**”)

AND:

SAMUEL RANCH LTD., INC. NO. BC879901

PO Box 6802, Fort St. John, British Columbia, V1J 4J2

(the “**Owner**”)

GIVEN THAT:

- A. The Owner is the registered owner of the land legally described in the General Instrument – Part 1 (*Land Title Act* Form C) attached to and forming part of this Agreement (the “**Land**”);
- B. The Owner has applied to the District for an amendment to the Peace River Regional District Zoning Bylaw No. 1000, 1996 to permit three permanent single-family dwellings on the Land, and in connection with that application the Owner wishes to grant to the District a covenant under section 219 of the *Land Title Act* (British Columbia) to prevent subdivision and any further development on the Land; and
- C. The Owner wishes to grant to the District a covenant under section 219 of the *Land Title Act* (British Columbia), on the terms set out in this Agreement.

THIS AGREEMENT is evidence that in consideration of the payment of \$10.00 from the District to the Owner and other good and valuable consideration (the receipt and sufficiency of which the Owner acknowledges), the Owner covenants and agrees with the District under section 219 of the *Land Title Act* as follows:

- 1. **Restriction on Subdivision** – The Land shall not be subdivided by any means, including by deposit of a bare land strata plan, phased strata plan or leasehold plan under the *Strata Property Act* (British Columbia).
- 2. **Restriction on Development** – Except for the three residential buildings on the Land, the Owner shall not excavate, construct, build or undertake development of any kind on

any part of the Land, except as permitted in the Agricultural Land Commission Act, its regulations, and any orders of the Agricultural Land Commission.

3. **Municipal Permits** – The Owner agrees that the District may withhold building permits and occupancy permits with respect to any building or other structure from time to time constructed or proposed to be constructed on the Land, as the District may, in its sole discretion, consider necessary to ensure compliance with this Agreement.
4. **Indemnity** – As an integral part of this Agreement, pursuant to section 219(6)(a) of the *Land Title Act*, the Owner hereby indemnifies the District:
 - (a) from and against any and all liability, actions, causes of action, claims, suits, proceedings, judgements, damages, expenses, demands and losses at any time suffered or incurred by, or brought against, the District, or any of its elected or appointed officials, officers, employees or agents, arising from or in connection with the granting or existence of this Agreement, the performance of any of the Owner's obligations under this Agreement, any breach of any provision under this Agreement or the enforcement by the District of this Agreement; and
 - (b) for all costs, fees and expenses, including legal fees, incurred by the District in the enforcement of this Agreement as a result of any breach of any provision of this Agreement by the Owner.
5. **Specific Relief** – The Owner agrees that the public interest in ensuring that all of the provisions of this Agreement are complied with strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the District, in the event of an actual or threatened breach of this Agreement.
6. **No Effect on Powers** – Nothing in this Agreement shall:
 - (a) affect or limit the discretion, rights or powers of the District or the District's Approving Officer under any enactment or at common law, including in relation to the use, development or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use, development or subdivision of the Land; or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use, development or subdivision of the Land.
7. **District Discretion** – Where the District or a representative of the District is required or permitted under this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent:
 - (a) the relevant provision shall not be considered fulfilled unless the approval, opinion, determination, consent or expression of satisfaction is in writing signed by the District or the representative, as the case may be;

- (b) the approval, opinion, determination, consent or satisfaction is in the sole discretion of the District or the representative, as the case may be; and
 - (c) the District or the representative, as the case may be, is under no public law duty of fairness or natural justice in that regard and the District or the representative may do any of those things in the same manner as if it were a private person and not a public body or employee or officer thereof.
- 8. **No Obligation to Enforce** – The rights given to the District under this Agreement are permissive only and nothing in this Agreement shall give rise to any legal duty of any kind on the District to anyone or obligate the District to enforce this Agreement or to perform any act or incur any expense.
- 9. **Agreement Runs with Land** – This Agreement shall burden and run with, and bind the successors in title to, the Land and each and every part into which the Land may be subdivided by any means (including by deposit of a strata plan of any kind under the *Strata Property Act* (British Columbia)).
- 10. **Waiver** – No waiver by the District of any requirement or breach of this Agreement shall be effective unless it is an express waiver in writing that specifically references the requirement or breach and no such waiver shall operate as a waiver of any other requirement or breach or any continuing breach of this Agreement.
- 11. **Remedies** - No reference to or exercise of any specific right or remedy by the District shall prejudice or preclude the District from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the District may from time to time exercise any one or more of such remedies independently or in combination.
- 12. **Priority** – The Owner shall cause this Agreement to be registered in the applicable land title office against title to the Land with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the District under which such holder postpones all of the holder's rights to those of the District under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.
- 13. **Modification** – This Agreement may not be modified except by an agreement or instrument in writing signed by the Owner or its successor in title and the District or a successor or assignee.

14. **Further Assurances** – The Owner shall do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this Agreement.
15. **Owner's Expense** – The Owner shall perform its obligations under this Agreement at its own expense and without compensation from the District.
16. **Severance** – If any part of this Agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid shall not affect the validity or enforceability of the remainder of this Agreement.
17. **Interpretation** - In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;
 - (c) the term “enactment” has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
 - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
 - (f) reference to a particular numbered section, or to a particular lettered schedule, is, unless otherwise expressly provided, a reference to the correspondingly numbered section or lettered schedule of this Agreement;
 - (g) all Schedules to this Agreement form an integral part of this Agreement;
 - (h) time is of the essence; and
 - (i) where the word "including" is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word "including".
18. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.
19. **Enurement** – This Agreement hereof shall enure to the benefit of the parties and their respective successors and assigns, as the case may be.

20. **Entire Agreement** – This Agreement is the entire agreement between the parties regarding its subject.
21. **Execution in Counterparts & Electronic Delivery** - This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

As evidence of their agreement to be bound by this Agreement, the parties have executed the General Instrument – Part 1 (*Land Title Act* Form C and D) attached to and forming part of this Agreement.

PRIORITY AGREEMENT

This Priority Agreement is between Farm Credit Canada (the “**Prior Chargeholder**”), being the registered owner and holder of Mortgage No. CA4436314 extended by Mortgage No. CA7866900 (the “**Prior Charges**”), and the Peace River Regional District, being the registered owner and holder of the covenant under section 219 of the *Land Title Act* (British Columbia) to which this Priority Agreement is attached (the “**Subsequent Charge**”).

In consideration of the sum of ten dollars (\$10.00) now paid to the Prior Chargeholder and other good and valuable consideration, the receipt and sufficiency of which the Prior Chargeholder acknowledges, the Prior Chargeholder hereby approves of, joins in and consents to the granting of the Subsequent Charge and hereby postpones all of the Prior Chargeholder’s rights under the Prior Charges to the rights of the District under the Subsequent Charge in the same manner and to the same extent as if the Prior Charges had been registered immediately after the Subsequent Charge.

As evidence of its agreement to be bound by this Priority Agreement, the Prior Chargeholder has executed the General Instrument – Part 1 (*Land Title Act* - Form C and D) attached to and forming part of this Priority Agreement.