

VICTORIA LAND TITLE OFFICE

Jun-28-2018 15:19:25.008

DECLARATION(S) ATTACHED
CA6898207 CA6898208

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 10 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Robert Alexander Traxler 4ZEXBK
Digitally signed by Robert Alexander Traxler 4ZEXBK
Date: 2018.06.28 15:15:56 -07'00'

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

ROBERT A. TRAXLER, Barrister & Solicitor

TRAXLER HAINES

614 - 1488 - 4TH AVENUE

PRINCE GEORGE

BC V2L 4Y2

Telephone: 250-563-7741

File: 16-4572-102RAT

Document Fees: \$143.16

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

005-787-998

LOT 24 DISTRICT LOT 3037 RANGE 5 COAST DISTRICT PLAN 9825

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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):

BAYNES ISLAND HOLDINGS INC., INC. NO. BC1005697

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

SEE SCHEDULE

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)

Execution Date

Transferor(s) Signature(s)

ROBERT A. TRAXLER

Barrister & Solicitor

614 - 1488 - 4TH AVENUE

PRINCE GEORGE, BC V2L 4Y2

TELEPHONE: 250-563-7741

Y	M	D
18	5	22

Baynes Island Holdings Inc. by its authorized signatories:

Name: WILLIAM MCINTOSH

Name: RUDOLF NIELSEN

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Jennifer Elliot

Commissioner for Taking Affidavits in British Columbia

360 - 1011 - 4TH AVENUE
Prince George, BC V2L 3H9
EXPIRES Sept 30, 2020

Y	M	D
18	06	14

This is an instrument required by the Approving Officer for subdivision Plan EPP66397 creating the condition of Covenant entered into under Section 219 of the Land Title Act:

Name: MICHELLE BOUDREAU

Approving Officer for the Ministry of Transportation and Highways

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.

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 10 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		over Lot 24 DL 3037 Range 5 Coast District Plan 9825 in favour of the owners of Lots 1 to 18 District Lot 4339 Range 5 Coast District Plan EPP66397

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Page 9, paragraphs 21 to 24

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 10 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

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

BAYNES ISLAND HOLDINGS INC., INC. NO. BC1005697, of PO Box 1250, Vanderhoof, BC, V)J 3A0
and

THE CROWN IN THE RIGHT OF BRITISH COLUMBIA, c/o THE MINISTRY OF TRANSPORTATION
AND INFRASTRUCTURE, Parliament Buildings, Victoria, British Columbia, V8V 1X4

TERMS OF INSTRUMENT — PART 2

WHEREAS:

- A. The Transferor (the "Grantor") is the registered owner of those lands and premises legally described in item 2 of the attached Land Title Act Form C General Instrument - Part 1 (the "Servient Lands");
- B. The Transferee (the "Grantee") is the registered owner of those lands and premises legally described in item 3 of the attached Land Title Act Form C General Instrument - Part 1 (the "Dominant Lands");
- C. The Grantor has agreed to grant an easement to the Grantee for the purposes herein contained over portions of the Servient Lands on the terms and conditions set forth herein;
- D. The parties hereto wish to set out in this Agreement their respective rights and obligations concerning the Servient Lands and the use, operation, repair and maintenance of same;
- E. The granting of this easement and the covenant under Section 219 of the *Land Title Act* contained herein are required by the Minister of Transportation and Infrastructure (the 'Province') in connection with a subdivision application.

NOW THEREFORE in consideration of \$1.00 now paid by the Grantee to the Grantor (the receipt and sufficiency of which are acknowledged) the Grantor covenants and agrees with the Grantee as follows:

1. The Grantor as owner of the Servient Tenement Lot (as defined) grants in favour of the Grantee as for the benefit of the Dominant Tenement Lots (as defined) for the non-exclusive use and enjoyment of the Grantee and its servants, agents, tenants, invitees and licensees at any time and from time to time in perpetuity the full and free right, liberty and easement to enter, go, return, pass and repass on foot or with vehicles, boats, boat trailers, motorized or otherwise, with or without animals, or otherwise, by night and by day, through, along and upon those portions of the Servient Tenement Lot contained within those portions of the lands shown outlined in heavy dark outlines on Explanatory Plan EPP72665 (the 'Easement Area'), attached hereto and marked as Schedule "A", for the purpose of parking in accordance with the terms of this Agreement. "Dominant Tenement" or 'Dominant Tenement Lot" will mean those lots set out below for which the benefit of the aforesaid right is hereby granted. "Servient Tenement" or "Servient Tenement Lot" will mean that lot set out below over and upon which the aforesaid right is granted. The grant of Easement is from the Servient Tenement Lot in favour of the Dominant Tenement Lot as follows:

Servient Tenement Lot

Lot 24 District Lot 3037
Range 5 Coast District
Plan 9825

Dominant Tenement Lot

Lots 1 - 18 District Lot 4339 Range 5
Coast District Plan EPP66397
ACCESS BY COMMON LOT AND
ACCESS BY WATER

2. All covenants of the Grantor under this Agreement and any rights, duties or responsibilities of the Grantor as specified in this Agreement will be deemed to be granted in respect to the Servient Tenement Lot in favour of or in respect of the Grantee as Dominant Tenement owner of the Dominant Tenement Lot set out opposite that Servient Tenement Lot above.
3. The Grantor and Grantee covenant and agree with each other as follows:
 - (a) The Easement Area allows for 18 parking stalls, each with an area of 55.5 m², each 3.7m in width (the "Parking Stalls");
 - (b) Each of Lots 1 to 18 Plan EPP66397, shall have the use of one Parking Stall or an area within the Easement Area (the "Parking Area");
 - (c) The Grantee agrees not to use more than their allotted Parking Area and to use the Easement Area for vehicle or boat trailer parking only.
4. The Grantor and Grantee agree that this Easement shall not be modified or discharged without the express written consent of the Province.
5. The Grantee will use all reasonable efforts to exercise its rights hereunder in a manner that will not materially adversely affect the Grantor's use of the Servient Lands.
6. The Grantor hereby covenants and agrees with the Grantee that:
 - (a) except as herein expressly provided, the Grantor will not erect, construct or place or permit to be erected, constructed or placed on any part of the Easement Area any improvements which in the reasonable opinion of the Grantee might interfere with, injure or impair the operating efficiency of, or obstruct howsoever access to or the Grantee's use of the Easement Area for the purpose herein contained;
 - (b) the Grantee may clear the Easement Area and keep it clear of anything which in the opinion of the Grantee constitutes a danger or obstruction to the use of the Parking Area;
 - (c) from time to time and at all times upon reasonable request and at the sole cost and expense of the Grantee, the Grantor will do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurance in law whatsoever for the better assuring unto the Grantee of the rights, liberties and easements hereby granted.
7. The Grantee hereby covenants and agrees with Grantor that:
 - (a) except as herein expressly provided, the Grantee will not obstruct access to the Grantor's use of the Easement Area or any other part of the Servient Lands;

- (b) in effecting any construction, repair, maintenance or other work on the Servient Lands, the Grantee shall take and exercise all reasonable steps not to disturb the safety, peace and enjoyment of the Servient Lands by the Grantor;
 - (c) upon a road being dedicated as public street or public road and provided such dedicated public street or public road provides the Grantee with reasonable and proper access to the Dominant Lands, then the easement herein granted shall thereupon become null and void and be of no further force or effect whatsoever; without limiting the generality of the foregoing, the Grantee covenants and agrees to and with the Grantor that following such dedication it will at the request of the Grantor execute and deliver such release or partial release of the easement herein granted.
8. All expenses incurred after the date hereof for the construction, repair, operation, maintenance, and alteration to the Easement Area for the purposes of granting access shall be borne by, and paid for, equally among the Grantee.
 9. In the event that a party does not fulfill any of its obligations under this Agreement or is in breach of any of its covenants herein, the non-defaulting party shall have the right, but shall not be obligated, to perform such obligations and covenants in the place of the defaulting party and make reasonable and necessary expenditures therefore, and the defaulting party hereby agrees to indemnify the non-defaulting party for the costs so occurred.
 10. The Grantee hereby agrees to indemnify and save harmless the Grantor for any loss, cost or damage suffered directly or indirectly by the Grantor and from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property as a result of the performance or non-performance by the Grantee of its obligations and covenants under this Agreement or as a result of any work performed by or on behalf of the Grantee in the exercise of any of its rights under this Agreement or any act or omission of the Grantee, its servants, officers, employees, agents, customers, contractors, invitees, licensees, tenants, sublessees, assignees and successors, save and except to the extent caused by negligence or a default of the Grantor.
 11. The Grantor hereby agrees to indemnify and save harmless the Grantee for any loss, cost or damage suffered directly or indirectly by the Grantee and from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property as a result of the performance or non-performance by the Grantor of its obligations and covenants under this Agreement or as a result of any work performed by or on behalf of the Grantor in the exercise of any of its rights under this Agreement or any act or omission of the Grantor, its servants, officers, employees, agents, customers, contractors, invitees, licenses, tenants, sublessees, assignees and successors, save and except to the extent caused by negligence or a default of the Grantee.

12. The rights, liberties and easements herein granted shall be construed as being extended to and may be exercised by the Grantee and its successors and assigns, the owners and occupiers for the time being of the Dominant Lands and every part into which such lands may be subdivided, and the provisos, reservations, restrictions and limitations herein reserved to the Grantor shall be construed as referring to such and its successors and assigns, the owners and occupiers for the time being of the Servient Lands and every part into which such lands may be subdivided.
13. The easements herein granted by the Grantor shall be construed as running with the Servient Lands and shall attach to and run with each and every part into which such lands or any part thereof may hereafter be subdivided, but no part of the fee of the soil thereof shall pass to or be vested in the Grantee under or by these presents, and the Grantor may fully use and enjoy the Servient Lands subject only to the rights and restrictions, herein provided.
14. The covenants contained herein are personal to each of the parties hereto only for such time as such party is the owner of the Dominant Lands or the Servient Lands as applicable.
15. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
16. If the singular, masculine or neuter is used in this Agreement, the same will be deemed to include references to the plural, feminine or body corporate according to the context in which it is used.
17. Any notice or other communication required or permitted to be given or received hereunder or in connection herewith will be effectively given if personally delivered or mailed by prepaid registered post to the address as set out on page 3 of this Agreement or any such other address as may be substituted from time to time by notice in writing. Any notice or other communication which is personally delivered will be deemed delivered when delivered and which is mailed by prepaid registered mail will be deemed delivered within four days of the posting. Provided that in the case of an interruption of the postal service by reason of labour disputes or other cause at the time of mailing, notice shall be deemed to have been received, if mailed, then at the expiration of four days following the resumption of the regular postal service.
18. Time will be of the essence of this Agreement.
19. This Agreement will be governed by and construed and enforced in accordance with the laws of the Province of British Columbia.
20. Any disagreement or dispute between the parties arising out of this Agreement shall be submitted for determination by arbitration under the Commercial Arbitration Act (British Columbia).

COVENANT IN FAVOUR OF THE PROVINCE UNDER
SECTION 219 OF THE LAND TITLE ACT, R.S.B.C. 1996, c. 250

21. The Grantor for itself and its successors and assigns hereby covenants and agrees with the Province under s. 219 of the Land Title Act, R.S.B.C. 1996, c. 250 (being the intention of the parties that this covenant shall be annexed to the Servient Tenement Lot) that the Grantor will not to modify or discharge the Easement without the prior written consent of the Province, which consent the Province may withhold in its sole discretion for any reason it sees fit.
22. The covenants set forth in this Agreement shall charge the Servient Tenement Lot under s. 219 of the Land Title Act and shall be covenants, the burden of which shall run with the lands. This Agreement may only be modified or discharged by agreement of the Province under s. 219 (9) of the Land Title Act.
23. Notwithstanding anything contained in this Agreement, the Grantor shall not be liable under any of the covenants and Agreements contained herein where such liability arises by reason of an act or omission occurring after the Grantor ceases to have any further interest in the Servient Tenement Lot.
24. The Grantor, and the Grantee, and each of them hereby releases and shall indemnify and save harmless the Province, its elected and appointed officials, contractors and expenses from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Grantor, the Grantee, or anyone else arising from the granting or existence of this Agreement, from the performance by the Grantor of this Agreement, or from any default of the Grantor or the Grantee under or in respect of this Agreement.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement

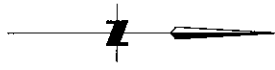
EXPLANATORY PLAN OVER PART OF LOT 24,
DISTRICT LOT 3037, RANGE 5, COAST
DISTRICT, PLAN 9825

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT,
FOR EASEMENT PURPOSES

BCGS 98K087



THE INTENDED PLOT SIZE OF THIS PLAN IS 800mm IN WIDTH BY 420mm IN
HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:1500.
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.
BEARINGS ARE ASTROMOMIC BASED ON PLAN 9825.



HIBISCUS ROAD

SCHEDULE "A"

PLAN EPP72665

PLAN
DL

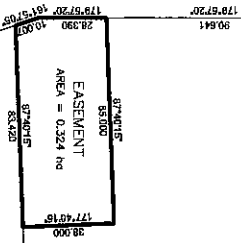
LOT 25

LOT 24

LOT 23

9825
3037

DL 3032



THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND SURVEY
AUTHORITY OF BRITISH COLUMBIA:
ALBERT KOEHLER, SCLS B/C
22ND DAY OF MAY, 2017
THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF BULKLEY NECKAWO.

FILE: 2017024 LAYERS EASEMENT
KOEHLER LAND SURVEYING INC.
201 - 1388 88 AVENUE
PRINCE GEORGE, BC V2N 3J4
TEL: (250) 518-9181

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA6898207

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

Jacqueline Trudel YAVFXP	Digitally signed by Jacqueline Trudel YAVFXP Date: 2018.07.25 12:55:14 -07'00'
---	--

I, Jacqueline L. Trudel of Traxler Haines, Solicitors for Baynes Island Holdings Inc., am authorized by the Transferor and the Transferees, to file this Declaration to amend item 3 of the Easement in Related Document CA6898207 as follows:

3. NATURE OF INTEREST:

EASEMENT: in favour of the owners of Lots 1 to 18 District Lot 4339 Range 5 Coast District Plan EPP66397 as shown on Plan EPP72665 Explanatory Plan over part of Lot 24 District Lot 3037 Range 5 Coast District Plan 9825

Jacqueline L. Trudel
Barrister & Solicitor
614 - 1488 - 4th Avenue
Prince George, B.C. V2L 4Y2
Phone: 250-563-7741

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$0.00