

VICTORIA LAND TITLE OFFICE

Jun-28-2018 15:19:25.014

CA6898216 CA6898217

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 11 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 15:01:37 -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 No. 16-4572-102/RAT

Document Fees: \$143.16

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

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 AND 275737 BRITISH COLUMBIA LTD., INC. NO. BC0275737

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)

ROBERT A. TRAXLER

Barrister & Solicitor

614 -1488 - 4TH AVENUE

PRINCE GEORGE, BC. V2L 4Y2

TELEPHONE: 250-563-7741

Execution Date

Y	M	D
18	5	22

Transferor(s) Signature(s)

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)

ROBERT A. TRAXLER

Barrister & Solicitor

614 - 1488 - 4TH AVENUE
PRINCE GEORGE, BC, V2L 4Y2
TELEPHONE: 250-563-7741

Y M D

18 5 22

275737 British Columbia Ltd. by its
authorized signatory:

Name: WILLIAM MCINTOSH

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

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP66397**

STC for each PID listed below? YES

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

- NO PID NMBR LOT 1 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 2 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 3 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 4 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 5 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 6 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 7 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 8 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 9 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 10 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 11 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 12 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 13 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 14 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 15 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 16 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 17 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397
- NO PID NMBR LOT 18 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397

**LAND TITLE ACT
FORM E**

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Priority Agreement granting Covenant herein priority over Mortgage CA3894333 in favour of 275737 British Columbia Ltd.

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 6 OF 11 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))

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

and

NORTHERN HEALTH, PUBLIC HEALTH PROTECTION, 600 - 299 Victoria Street, Prince George, BC, V2L 5B8

TERMS OF INSTRUMENT - PART 2
Section 219 Covenant - Water Filtration

WHEREAS:

- A. The Transferor is the registered owner of the Land.
- B. The water supplied to the Land is from Stuart Lake.
- C. The water from Stuart Lake fluctuates and may currently exceed or may in the future exceed the Guidelines for Canadian Drinking Water Quality, as published by the Ministry of Health Canada and as amended from time to time (the "Water Quality Guidelines").
- D. The Land, in order to be used for ordinary residential purposes, requires an appropriate water treatment system serving the Land to make the water safe and potable. It is recognized that an appropriate and effective water treatment system is necessary to upgrade the water quality of the water supplied to the Land to meet the Water Quality Guidelines, as amended from time to time.
- E. Further changes to the water treatment system may be required in the future to meet changes to the water supplied from Stuart Lake or to meet changes to the Water Quality Guidelines.
- F. The Approving Officer has required the Transferor to enter into this covenant with the Transferees under section 219 of the Land Title Act for the purposes of preventing the use of the Lands unless certain conditions have been complied with and to ensure potential purchasers are made aware of the potential water quality issues.

In consideration of the sum of One Dollar (\$1.00) now paid by each of the Transferees to the Transferor (the receipt and sufficiency of which is hereby acknowledged) the parties agree as follows:

DEFINITIONS

"Agreement" means this General Instrument.

"Approving Officer" means the Provincial approving officer appointed under section 77.2 of the *Land Title Act* and includes the deputy minister or the minister charged with the administration of the *Transportation Act*;

"Land" means the land described in item 2 of Part 1 of this Agreement;

"Transferee" means the person or persons named in Item 6 of Part 1 of this Agreement; and

"Transferor" means the person or persons named in Item 5 of Part 1 of this Agreement.

COVENANTS OF THE TRANSFEROR

1. The Transferor covenants and agrees with the Transferee that:
 - (a) it will not use or occupy any dwelling on the Land for residential purposes until such time as it has installed an effective filtration system(s) and further upgraded the said water system(s) as may be required so that the water supplied to any dwelling on the Land meets the Water Quality Guidelines;
 - (b) it will maintain all such water systems as long as may be required to ensure that the treated water continues to meet the Water Quality Guidelines;
 - (c) it is solely responsible for future testing of the water supply used for drinking water purposes, including the determination of the frequency of testing; and
 - (d) the Transferee shall in no way be responsible for ensuring the proper installation of any water treatment system or for monitoring the effectiveness of any water treatment system and the Transferor undertakes and agrees to be solely responsible for ensuring the proper installation and continued effectiveness of the water treatment system(s).

INDEMNITY AND RELEASE

2. The Transferor
 - (a) indemnifies and saves the Transferee and its respective servants, employees, agents and other representatives and the Approving Officer (and each of them) harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses, and compensation of any kind, including fees of solicitors and other professional advisors, arising out of or in connection with:
 - (i) any breach, violation or non-performance by the Transferor of this Agreement, or
 - (ii) any personal injury (including death) or any loss or damage to the Land, an improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the said Land; and
 - (b) releases and forever discharges the Transferee and its respective servants, employees, agents and other representatives and the Approving Officer (and each of them) from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of or in connection with any personal injury (including death) or any loss or damage to the Land, an improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the said Land which is caused by any matter or thing addressed as the subject matter of this Agreement.

INTERPRETATION

3. In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or the parties so require.
4. This Agreement will be interpreted according to the laws of the Province of British Columbia.
5. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.
6. If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.

MISCELLANEOUS

7. No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless such waiver is expressed in writing by the Transferee and the waiver by the Transferee of any such term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of that or any other term, condition, covenant or other provision or this Agreement.
8. This Agreement extends to, is binding upon and enures to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.
9. This Agreement will be registered as a charge against title to the Land pursuant to section 219 of the *Land Title Act*.
10. Nothing in this Agreement prejudices, limits, fetters, or affects the rights, powers, and remedies of the Transferee or the Approving Officer in relation of the Transferor or the Land under any law, bylaw, order, or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by the Transferee or the Approving Officer, as the case may be, as if this Agreement had not been made by the parties.
11. The Transferor, shall give written notice of this Agreement to any person to whom they propose to dispose of the Transferor's Land or any part thereof, which notice shall be received by that person prior to such disposition. For the purposes of this paragraph, the word "dispose" shall have the meaning given to it under Section 29 of the *Interpretation Act*.

12. The Transferor, at its expense, will cause this Agreement to be registered in priority to all liens, charges, and encumbrances which are or may be registered against title to the Land, except those in favour of the Transferee and those others specifically approved in writing by the Transferee.
13. This Agreement will not be modified or discharged except in accordance with the provisions of Section 219 of the *Land Title Act* and with the approval of the Transferee.
14. The Transferor will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
15. The parties agree that the Transferee is not responsible to inspect the Lands or to otherwise ensure compliance with this Agreement, nor is the Transferee required to remedy a default of this Agreement and a failure to enforce this Agreement by the Transferee will not constitute a waiver of its rights hereunder.

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 hereto.

This is the instrument creating the condition or covenant entered into under section 219 of the Land Title Act required by the Approving Officer for the subdivision under Plan EPP66397.

CONSENT AND PRIORITY AGREEMENT

WHEREAS 275737 British Columbia Ltd. (the "Chargeholder") is the holder of a Mortgage registered in the Prince Rupert Land Title Office under No. CA3894333 (the "Charge") encumbering the lands described in the attached Section 219 Covenant (the "Covenant").

Therefore this Consent and Priority Agreement witnesses that the Chargeholder hereby:

1. approves of, joins in and consents to the registration of the Covenant;
2. covenants and agrees that the Covenant is binding upon and takes priority over the Charge; and
3. postpones the Charge and all of its right, title and interest thereunder to the covenant in the same manner and to the same effect as if the Covenant had been dated, executed and registered prior to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the attached Form C and D.