

VICTORIA LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Jun-28-2018 15:19:25.005

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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 15:00:55 -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 [checked]

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) [checked] 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

Table with 3 columns: Y, M, D. Values: 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.

**LAND TITLE ACT
FORM E**

SCHEDULE

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

NO PID NMBR LOT 19 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397

STC? YES

[Related Plan Number]

EPP66397

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

STC? YES

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

STC? YES

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 10 PAGES

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

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

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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

REGIONAL DISTRICT OF BULKLEY-NECHAKO, 37 - 3rd Avenue, PO Box 820, Burns Lake, BC, V0J 1E0

Terms of Instrument - Part 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the 22nd day of May, 2018.

BETWEEN: BAYNES ISLAND HOLDINGS INC., INC. NO. BC1005697, P.O. Box 1250, Vanderhoof, BC, V0J 3A0, and
275737 BRITISH COLUMBIA LTD., INC. NO. BC0275737, P.O. Box 1250, Vanderhoof, BC, V0J 3A0,
(herein referred to as the "Grantor" or "Grantor(s)", and such terms shall refer to the owner and/or owners of the Lots (defined below) from time to time)

AND: THE CROWN IN THE RIGHT OF BRITISH COLUMBIA, c/o THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE, Parliament Buildings, Victoria, British Columbia, V2V 1X4,
(herein referred to as the "First Grantee")
REGIONAL DISTRICT OF BULKLEY-NECHAKO, 37 - 3rd Avenue, P.O. Box 820, Burns Lake, BC, V0J 1E0.
(herein referred to as the "Second Grantee")

WHEREAS:

- A. The Grantor(s) are the registered owners of the lands in the Prince George Assessment Authority area, more particularly known and described as:
ALL 18 1/8TH UNDIVIDED INTERESTS IN LOT 19 AS LOT 19 IS SHOWN ON PLAN EPP66397
- B. The Grantee has requested that the Grantor(s) enter into a covenant over the Lots pursuant to Section 219 of the Land Title Act, on the terms hereinafter set forth herein.
- C. Section 219 of the Land Title Act provides that there may be annexed to any land a covenant that may contain provisions in respect to the use of the land or that the land is not be built on.
- D. Lot 19 is the Common Lot in an Access by Common Lot Subdivision pursuant to the BC Land Title Act Regulation 334/79 Sections 11 and 12.

NOW THEREFORE for valuable consideration given by each party to the other, the parties

agree as follows:

The Grantor(s) covenant and agree with the First Grantee and Second Grantee that:

1. Lot 19 shall be for the purposes of providing ingress and egress over Lot 19 and to facilitate the repair, cleaning, maintenance and otherwise servicing of an access trail and a helicopter landing area and to permit proper drainage of surface water over Lot 19, and to permit the installation and servicing of waterlines, natural gas lines, hydro lines, and telephone lines and communication lines and supporting infrastructure and paraphernalia either above on or under the ground; and for such purposes the owners of Lot 19 have access to Lot 19 at all times by their servants, employees, and workmen with or without machinery and equipment.
2. Except as provided in Section 1 above no building, structure, fence, foundation, excavation, well, pile of material or obstruction shall be made, placed, erected or maintained on Lot 19, and no growth shall be planted upon Lot 19.
3. No vehicle or other obstruction shall be allowed to remain stationary on Lot 19 and any such vehicle or other obstruction may be removed by a Grantor at the cost of the person allowing or causing such vehicle or other obstruction to remain on Lot 19.
4. The Grantor(s), being the owners from time to time of Lot 19, agree that they shall be mutually responsible for the maintenance of Lot 19 and shall mutually agree as to such works as shall from time to time be required for the repair, maintenance and upkeep of driveway access, and shall share the cost of such works equally, or as the Grantor(s) shall otherwise agree, PROVIDED that should the Grantor(s) fail to agree as to the necessity, nature or extent of such works, the apportionment of the cost relating thereto, or shall fail to agree on any matter associated therewith or relating thereto, then in such case the matter will be decided pursuant to the provisions of the Commercial Arbitration Act, R.S.B.C. 1996, c.55, and amending acts; however should any Grantor wish to upgrade or improve the driveway, he shall do so at his own expense unless otherwise agreed. If any Grantor causes harm or damage to Lot 19, then he shall be solely responsible for the repairs which shall be completed with due dispatch.
5. The parties agree that neither the First Grantee nor the Second Grantee is responsible to inspect the Grantor(s)' Lots or to otherwise ensure compliance with this Agreement, nor is the First Grantee or the Second Grantee required to remedy a default of this Agreement, and a failure to enforce this Agreement by the First Grantee or the Second Grantee shall not constitute a waiver of its rights hereunder.
6. The Grantor(s), on behalf of himself and his or her heirs, executors, administrators, successors and assigns, and in consideration of the approvals given by the First Grantee or the Second Grantee, hereby does remise, release and forever discharge the First Grantee or the Second Grantee and their employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims

and demands which the Grantor(s) or any of his or her heirs, executors, administrators, successors and assigns may have against the First Grantee or the Second Grantee, and their employees, servants or agents for and by reason of any matter relating to this Agreement.

7. Subject to the provisions of Section 219 of the Land Title Act, the Grantor(s)' covenants contained in this Agreement shall burden and run with the Lots and shall enure to the benefit and be binding upon the Grantor(s), his heirs, executors, administrators, successors and assigns, and the First Grantee and Second Grantee and their assigns.
8. The Grantor(s) shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
9. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
10. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
11. This Agreement shall be interpreted according to the laws of British Columbia.
12. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include 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 herein are enactments of the Province of British Columbia.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C and Form D attached hereto.

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.

END OF DOCUMENT