

VICTORIA LAND TITLE OFFICE

Jun-28-2018 15:19:25.010

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LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 12 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 15:00:13 -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

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 12 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
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FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 6 OF 12 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

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

TERMS OF INSTRUMENT – Part 2

WHEREAS:

- A. There are potential flood and erosion dangers on or associated with the Land.
- B. Pursuant to section 86 (1)(d) of the *Land Title Act*, the Approving Officer has required the Transferor to enter into this covenant with the Transferee under section 219 of the *Land Title Act*.

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

DEFINITIONS

- 1. In this Agreement,

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

"dispose" has the meaning given to it in the *Interpretation Act*, and "disposed" and "disposition" have corresponding meanings;

"Habitable Area" means any room or space in an Improvement which is or may be used for:

- (a) human occupancy, commercial sales or business, or
- (b) storage of goods, possessions or equipment (including furnaces) which would be subject to damage if flooded;

"Improvement" includes a building, modular home, mobile home or unit, improvement or structure on the Land;

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

"Natural boundary" means the visible high watermark of any lake, river, stream or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark on the soil of the body of water a character distinct from that of its banks, in vegetation, as well as in the nature of the soil itself;

"Non-conforming Improvement" means an Improvement located in or on a part of the Land at any time prior to, on or after the date of execution of this Agreement and which does not meet the requirements described in section 3;

"Setback Area" means the area described in section 3(a)(i);

"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; and

"this Agreement" means this General Instrument.

ACKNOWLEDGMENTS AND COVENANTS OF THE TRANSFEROR

2. The Transferor acknowledges that
 - (a) there are potential flood and erosion dangers on or associated with the Land; and
 - (b) the Transferee does not represent to the Transferor, nor to any other person, that an Improvement or any chattel on the Land will not be damaged by flooding or erosion.

3. The Transferor covenants with the Transferee that it will not:
 - (a) construct, reconstruct, erect, build, alter, move, extend, add to or place any Improvement on the Land, or permit such to be done, if such construction, reconstruction, erection, building, alteration, movement, extension, addition to or placement of the Improvement on the Land will result in:
 - (i) The Improvement being located within an area of the Land measured 7.50 metres from and perpendicularly distant to the Natural Boundary of Stuart Lake; or
 - (ii) any of the following:
 - (A) the underside of the floor system of any Habitable Area in the Improvement, other than a mobile home or unit (which must be located in accordance with subparagraph (B)),
 - (B) the top of a concrete or asphalt slab or pad on which a mobile home or unit is located, or
 - (C) a furnace or other fixed equipment which may be damaged by floodwater;
being located below
 - (D) 683.5 metres Geodetic Survey of Canada datum,
 - (b) deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the natural ground elevation of the Land unless:
 - (i) the face of the landfill slope is protected against erosion from flood flows, wave action, ice and other debris; and

- (ii) the toe of the landfill slope is not located within the Setback Area.
- 4. The elevations required to be achieved under section 3(a)(ii) may be achieved by structural elevation of the Habitable Area or by adequately compacted landfill, or by a combination of both structural elevation and adequately compacted landfill, provided that any or all of them are carried out in accordance with the requirements described in section 3.

INDEMNITY AND RELEASE

- 5. The Transferor
 - (a) indemnifies and saves the Transferee and its 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 or its contents (including any existing Non-conforming Improvement), or any chattel on the Land caused by flooding, erosion or other similar cause; and
 - (b) releases and forever discharges the Transferee and its servants, employees, agents and other representatives 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 or its contents (including any existing Non-conforming Improvement), or any chattel on the Land caused by flooding, erosion or other similar cause.

INTERPRETATION

- 6. 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.
- 7. This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 8. 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.
- 9. 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

10. 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.
11. This Agreement extends to, is binding upon and enures to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.
12. This Agreement will be registered as a charge against title to the Land pursuant to section 219 of the *Land Title Act*.
13. Nothing in this Agreement prejudices, limits, fetters or affects the rights, powers and remedies of the Transferee or the Approving Officer in relation to 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.
14. 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.
15. 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.
16. 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.

17. 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 Forms C and D 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.