

VICTORIA LAND TITLE OFFICE

Jun-28-2018 15:19:25.009

CA6898209 CA6898210

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 15:01:17 -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.

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 12 PAGES

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 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 12 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 |
|--------------------|------------|------------------------|
|--------------------|------------|------------------------|

| 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

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

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

TERMS OF INSTRUMENT - Part 2
Restrictive Covenant, Section 219 Land Title Act (No Build - Sewerage)

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly described in Item 2 of Part 1 of this General Instrument (hereinafter called the "Lands");
- | | |
|--------|--|
| NO PID | LOT 1 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397 |
| NO PID | LOT 4 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397 |
| NO PID | LOT 5 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397 |
| NO PID | LOT 12 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397 |
| NO PID | LOT 18 DISTRICT LOT 4339 RANGE 5 COAST DISTRICT PLAN EPP66397 |
- B. Section 219 of the Land Title Act provides that a covenant, in favour of the Crown as Transferee, whether of a negative or positive nature in respect to the use of the land or that the land is, or is not, to be built upon in favour of the Transferee, may be registered as a charge against the title to that land and is enforceable against the Transferor and their successors in title even if the covenant is not annexed to land owned by the Transferee.
- C. The Transferor has agreed to register on title to the Lands this covenant to require that the land is to be used in a particular manner or that portions of the Lands as identified on Reference Plan EPP66398, attached hereto as "Schedule A" to this Covenant, are not to be built on and are reserved as potential sewerage disposal areas, until such time that the areas are developed for the intended purpose or alternate areas are identified and a Letter of Certification has been accepted by the Local Health Authority for development of sewerage disposal areas.
- D. The Transferor has agreed to enter into this Covenant as a condition of subdivision of the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSTH that pursuant to Section 219 of the Land Title Act, and in consideration of the sum of One Dollar (\$1.00) now paid to the Transferor by the Transferee (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree and covenant with each other as follows:

1. The Transferor covenants and agrees not to construct any building or structure of any kind on the Land identified in the attached "Schedule A" reserved for sewerage disposal areas.
2. The Transferor does further agree to give written notice of this Covenant to any person to whom the Transferor proposes to dispose of the Lands, which notice shall be given and received 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, RSBC 1996, c. 238.
3. The Transferee agrees to support the execution and filing at the Land Title Office of an amendment of this Covenant, at the transferor's expense, upon satisfaction that the transferor has:
 - a) completed and can provide a copy of the Letter of Certification issued by the Local Health Authority to develop the area identified in "Schedule A" for the intended purpose, or
 - b) completed and can provide a copy of the Letter of Certification accepted by the Local Health Authority wherein the filing of and the sewerage disposal system recommended by an authorized person differs from the area identified in "Schedule A" for sewerage disposal at the time of subdivision.
4. The Transferee agrees to support the execution and filing at the Land Title Office of a discharge of this Covenant, at the Transferor's expense, upon satisfaction that the Transferor has:
 - a) completed and can provide a copy of the Letter of Certification issued by the Local Health Authority to develop the area identified in "Schedule A" for the intended purpose, or
 - b) completed and can provide a copy of the Letter of Certification accepted by the Local Health Authority wherein the filing of and the sewerage disposal system recommended by an authorized person differs from the area identified in "Schedule A" for sewerage disposal at the time of subdivision.
5. For the purpose of this agreement, the terms "filing," "sewerage system," "Letter of Certification" and "authorized person" shall have the meaning ascribed to them by the Sewerage System Regulation under the *British Columbia Health Act* and or any successor legislation.

6. The Transferor does hereby, on behalf of the Transferor and the Transferor's heirs, executors, administrators, successors and assigns, remise, release, indemnify and save harmless the Transferee, its officers, officials, employees, or agents from any and all claims, causes of action, loss or suits of whatever nature or kind including, without limitation, claims for property damage, personal injury or death arising out of or in any way connected with the Covenant. The Transferor does further agree that the Transferee shall have no obligation to ensure compliance with or enforce the terms of this Covenant, which at all times shall remain the responsibility of the Transferor and the Transferor's heirs, executors, administrators, successors, assigns and successors in title.
7. Subject to the provisions of Section 219 of the *Land Title Act*, the Transferor's covenants contained in this Agreement shall burden and run with the Lots and shall enure to the benefit of and be binding upon the Transferor, their heirs, executors, administrators, successors and assigns and the Transferee and their assigns.
8. Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor, including their heirs, executors, administrators, successors and assigns, or the Lots 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 as if this Agreement had not been made by the parties.
9. The Transferor will do or cause to be done at their expense all acts reasonably necessary for the Transferee to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lots save and except those in favour of the Transferee and those specifically approved in writing by the Transferee.
10. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 (9) of the *Land Title Act*.
11. The Transferor shall 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.
12. 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.
13. 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.
14. This agreement shall be interpreted according to the laws of British Columbia.

15. 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.
16. Every reference to the Minister of Transportation and Infrastructure, in this agreement shall include the Minister of Transportation and Infrastructure, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

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.

