



# Provincial Agricultural Land Commission - Applicant Submission

**Application ID:** 59076

**Application Status:** Under LG Review

**Applicant:** Adriaan Martin Klyn , Niesje Nicoline Klyn

**Agent:** OTG Developments Ltd.

**Local Government:** Fraser Valley Regional District

**Local Government Date of Receipt:** 05/17/2019

**ALC Date of Receipt:** This application has not been submitted to ALC yet.

**Proposal Type:** Subdivision

**Proposal:** This proposal seeks to amend the boundaries between 11180 Popkum Road North and PID: 024-762-091 to create the following lots:

Proposed Lot 1: 0.37 ha (0.93 acres)

Proposed Lot 2: 14.12 ha (34.9 acres)

This proposal would relocate and rearticulate PID: 024-762-091 to its new location as shown in the attached Draft Subdivision Plan as Proposed Lot 1 (attached as Appendix 2). The boundary adjustment of Proposed Lot 1 would align the property with Anderson Creek to the east and with the existing south lot line of 11180 Popkum Road North. Proposed Lot 1 would remain the same size as PID: 024-762-091's current state.

The private driveway would also be relocated to follow the shape of Proposed Lot 1.

Following the proposed boundary adjustment, this would facilitate the establishment of a homeplate on Proposed Lot 1. The proposed homeplate meets all setback requirements with respect to lot lines, railway tracks, and Anderson Creek.

## Agent Information

**Agent:** OTG Developments Ltd.

**Mailing Address:**

520 - 45715 Hocking Ave

Chilliwack, BC

V2P 6Z6

Canada

**Primary Phone:** (604) 556-6623

**Email:** dylan@otgdevelopments.com

## Parcel Information

### Parcel(s) Under Application

**Applicant:** Adriaan Martin Klyn , Niesje Nicoline Klyn

1. **Ownership Type:** Fee Simple

**Parcel Identifier:** 030-039-371

**Legal Description:** Lot 2 District Lot 446 Group 2 NWD Plan EPP66358

**Parcel Area:** 13.8 ha

**Civic Address:** 11180 Popkum Road North

**Date of Purchase:** 08/16/2017

**Farm Classification:** Yes

**Owners**

1. **Name:** Adriaan Martin Klyn

**Address:**

2. **Name:** Niesje Nicoline Klyn

**Address:**

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2. **Ownership Type:** Fee Simple

**Parcel Identifier:** 024-762-091

**Legal Description:** Parcel A DL 446 Grp 2 NWD Plan 78A

**Parcel Area:** 0.4 ha

**Civic Address:** No civic

**Date of Purchase:** 02/08/2019

**Farm Classification:** Yes

**Owners**

1. **Name:** Klyn Kitchens Ltd.

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**Current Use of Parcels Under Application**

**1. Quantify and describe in detail all agriculture that currently takes place on the parcel(s).**

*The extent of agricultural activity taking place on the Subject Properties is cattle foraging, commodity barns, farm equipment storage. The property owners intend to grow cedar hedges on the property eventually, adding to the agricultural use. Please see full letter included with the application package.*

**Applicant:** Adriaan Martin Klyn , Niesje Nicoline Klyn

**2. Quantify and describe in detail all agricultural improvements made to the parcel(s).**

*A barn was recently built on the subject property (straddling both property lines) to store hay and farm equipment storage. Please see full letter included with the application package.*

**3. Quantify and describe all non-agricultural uses that currently take place on the parcel(s).**

*There is a residence on the properties. Please see full letter included with the application package.*

**Adjacent Land Uses**

**North**

**Land Use Type:** Other

**Specify Activity:** Fraser River

**East**

**Land Use Type:** Other

**Specify Activity:** Popkum Indian Reserve

**South**

**Land Use Type:** Other

**Specify Activity:** Crown land.

**West**

**Land Use Type:** Residential

**Specify Activity:** Country Residential

**Proposal**

**1. Enter the total number of lots proposed for your property.**

*13.8 ha*

*0.4 ha*

**2. What is the purpose of the proposal?**

*This proposal seeks to amend the boundaries between 11180 Popkum Road North and PID: 024-762-091 to create the following lots:*

*Proposed Lot 1: 0.37 ha (0.93 acres)*

*Proposed Lot 2: 14.12 ha (34.9 acres)*

*This proposal would relocate and rearticulate PID: 024-762-091 to its new location as shown in the attached Draft Subdivision Plan as Proposed Lot 1 (attached as Appendix 2). The boundary adjustment of Proposed Lot 1 would align the property with Anderson Creek to the east and with the existing south lot line of 11180 Popkum Road North. Proposed Lot 1 would remain the same size as PID: 024-762-091's current state.*

*The private driveway would also be relocated to follow the shape of Proposed Lot 1.*

*Following the proposed boundary adjustment, this would facilitate the establishment of a homeplate on Proposed Lot 1. The proposed homeplate meets all setback requirements with respect to lot lines, railway*

**Applicant:** Adriaan Martin Klyn , Niesje Nicoline Klyn

tracks, and Anderson Creek.

**3. Why do you believe this parcel is suitable for subdivision?**

*The overall goals of this application are to enhance the agricultural capability of the both proposed lots while simultaneously cleaning up the locations of legal parcels on the Subject Properties.*

*The current situation of PID: 024-762-091 creates a number of challenges to both properties. A farm building is currently located the property lines of both PID: 024-762-091 and 11180 Popkum Road North. Should any future additions be required for this farm building, it would create significant logistical and planning challenges with respect to land title and required variances to the building.*

**4. Does the proposal support agriculture in the short or long term? Please explain.**

*Should the proposed boundary adjustment be approved, a subsequent application would be applied for to include 421m2 of Proposed Lot 1 into the ALR. This proposed area is shown in Appendix 3. This would bring the entirety of Proposed Lot 1 into the ALR, an increase to the current ALR area of PID: 024-762-091. This proposed inclusion is one of the main factors that differentiates this application from the previous 2018 application.*

*Currently, the location of the road and watercourse isolate the prime farm land from 11180 Popkum Road North. Proposed Lot 2 would be far easier to farm following the proposed boundary adjustment as the road would be rearticulated and the watercourse would then only run through one property. This proposed boundary adjustment would result in a better utilization of farmland and farm buildings on both properties.*

**5. Are you applying for subdivision pursuant to the ALC Homesite Severance Policy? If yes, please submit proof of property ownership prior to December 21, 1972 and proof of continued occupancy in the "Upload Attachments" section.**

*No*

**Applicant Attachments**

- Agent Agreement - OTG Developments Ltd.
- Other correspondence or file information - 19-066 OTG Application Package
- Proposal Sketch - 59076
- Certificate of Title - 030-039-371
- Certificate of Title - 024-762-091

**ALC Attachments**

None.

**Decisions**

None.

**Via Email Delivery**

Our File No.: 19-066

May 15, 2019

Agricultural Land Commission  
#133 – 4940 Canada Way  
Burnaby BC V5G 4K6

Attention: Jennifer Dyson, Chair

**Re: ALC Application ID 59076 – 11180 Popkum Road North, Electoral Area "D" –  
Subdivision (Boundary Adjustment) in the Agricultural Land Reserve**

Ms. Dyson,

Please accept this letter as a supplement to the above noted subdivision (boundary adjustment) in the Agricultural Land Reserve (ALR) application for the properties located at 11180 Popkum Road North and the property described as PID: 024-762-091 in the Fraser Valley Regional District (FVRD) Electoral Area "D" (the "Subject Properties").

**DESCRIPTION OF SUBJECT PROPERTIES**

| Characteristics of Subject Properties |                       |                            |              |     |                                    |
|---------------------------------------|-----------------------|----------------------------|--------------|-----|------------------------------------|
| Address                               | Approx. Lot Area      | OCP Designation            | Zoning       | ALR | Current Use                        |
| 11180 Popkum Road North               | 14.12 ha (34.9 acres) | Agricultural Large Holding | P-2 and R-Ag | Yes | Residential                        |
| PID: 024-762-091                      | 0.37 ha (0.93 acres)  | Agricultural Large Holding | P-2 and R-Ag | Yes | Agricultural – cattle and foraging |

+++

"A plan without action is a dream,  
an action without a plan is a nightmare."



A Context Map of the Subject Properties is attached as **Appendix 1**. PID: 024-762-091 is a landlocked 0.4 ha piece of land situated within the property lines of 11180 Popkum Road North.

This landlocked parcel was discovered during a survey by Corners Pride Farms, the previous owners of PID: 024-762-091. Prior to this survey, the Kylns had no knowledge of this parcel's existence and operated under the assumption that this 0.4 piece of land was part of their property at 11180 Popkum Road North. This survey also revealed that the existing barn (which predated building permit requirements), as shown in **Appendix 1**, is within a trespass and impedes the driveway for the neighbouring residential parcel.

A barn is situated on both 11180 Popkum Road North and PID: 204-762-091. The extent of agricultural activity taking place on the Subject Properties is cattle foraging, commodity barns, farm equipment storage and hay storage. The property owners intend to grow cedar hedges on the property eventually, adding to the agricultural use.

The property at 11180 also has several statutory right of ways (SROWs) and easements providing the likes of BC Hydro and the FVRD access to the landlocked property at PID: 024-762-091. It is assumed that these SROWs and easements will be amended should the application proceed to subdivision. These legal notations are attached as **Appendix 2**. The current configuration of this landlocked parcel relative to its surroundings is dysfunctional. Further details will be provided in the forthcoming 'Rationale for Subdivision' section.

## CHARACTERISTICS OF THE AREA

The area surrounding the Subject Property is described in the following table:

| Characteristics of the Surrounding Properties |                       |
|---|-----------------------|
| Relation to Subject Property                  | Surrounding Land Use  |
| North   | Fraser River          |
| South   | Crown land            |
| East  | Popkum Indian Reserve |
| West  | Country Residential   |



The Subject Properties are adjacent to the Fraser River to the north, the Canadian National Railway to the south, non-ALR residential properties to the west, and an agriculturally active parcel to the east.

#### Previously Completed RAR

Anderson Creek also intersects the Subject Properties. A Riparian Area Regulation (RAR) assessment was completed for the Subject Property as part of a previous Building Permit (BP) Application. A 15.13m Streamside Protection and Enhancement Area (SPEA) was established from the high-water mark of Anderson Creek.

#### **PREVIOUS APPLICATIONS**

##### ALC Application ID: 57372

##### Proposal:

This previous application proposed to adjust the boundaries of 11180 Popkum Road North, 54101 Yale Road East, and PID: 024-762-091. The purpose of the application was to realign the boundaries of PID: 024-762-091 to the eastern side of 54101 Yale Road East in order to resolve the encroachment and enhance agricultural use in favor of the property at 11180 Popkum Road North.

##### Commission Comments:

*"Proposed Lot 1 [PID: 024-762-091] will be created by subdividing a 4 ha area from the eastern portion of Property 3 [54101 Yale Road East]. The Panel finds that the creation of Proposed Lot 1 would subdivide an area of active agriculture from Property 3 [11180 Popkum Road North] for the purposes of creating a lot large enough to facilitate residential development. The subdivision of Proposed Lot 1 would limit the range of agricultural operations that could take place on Property 3 by reducing the area of land available to be farmed as a large contiguous farm unit. In this regard, the Panel finds that the creation of Proposed Lot 1 does not enhance the agricultural use of the overall farm... For these reasons given above the Panel refuses the Proposal."*

Commission Decision: Refused

Date of Decision: September 25, 2018

Resolution: #302/2018

## PROPOSAL

This proposal seeks to amend the boundaries between 11180 Popkum Road North and PID: 024-762-091 to create the following lots:

- Proposed Lot 1: 0.37 ha (0.93 acres)
- Proposed Lot 2: 14.12 ha (34.9 acres)

This proposal would relocate and rearticulate PID: 024-762-091 to its new location as shown in the attached Draft Subdivision Plan as Proposed Lot 1 (attached as **Appendix 2**). The boundary adjustment of Proposed Lot 1 would align the property with Anderson Creek to the east and with the existing south lot line of 11180 Popkum Road North. Proposed Lot 1 would remain the same size as PID: 024-762-091's current state.

The private driveway would also be relocated to follow the shape of Proposed Lot 1.

Following the proposed boundary adjustment, this would facilitate the establishment of a homeplate on Proposed Lot 1. The proposed homeplate meets all setback requirements with respect to lot lines, railway tracks, and Anderson Creek.

## RATIONALE FOR SUBDIVISION

The overall goals of this application are to enhance the agricultural capability of the both proposed lots while simultaneously "cleaning up" the locations of legal parcels on the Subject Properties.

The current situation of PID: 024-762-091 creates a number of challenges to both properties. A farm building is currently located the property lines of both PID: 024-762-091 and 11180 Popkum Road North. Should any future additions be required for this farm building, it would create significant logistical and planning challenges with respect to land title and required variances to the building.

Should the proposed boundary adjustment be approved, a subsequent application would be applied for to include 421m<sup>2</sup> of Proposed Lot 1 into the ALR. This proposed area is shown in **Appendix 3**. This would bring the entirety of Proposed Lot 1 into the ALR, an increase to the current ALR area of PID: 024-762-091. This proposed inclusion is one of the main factors that differentiates this application from the previous 2018 application.



Currently, the location of the road and watercourse isolate the prime farm land from 11180 Popkum Road North. Proposed Lot 2 would be far easier to farm following the proposed boundary adjustment as the road would be rearticulated and the watercourse would then only run through one property. This proposed boundary adjustment would result in a better utilization of farmland and farm buildings on both properties.

Finally, it is understood that the creation of legally non-conforming parcels are permitted at the discretion of the Approving Officer (the Ministry of Transportation and Infrastructure in this case), provided that the creation of said lots are approved by the planning authority in question (the FVRD in this case). The FVRD Electoral Area "D" Zoning Bylaw has a provision which allows for a re-subdivision under section 305.2 of the Bylaw. Section 305.2 states the following:

*RESUBDIVISION Notwithstanding the minimum parcel size requirements of this bylaw, existing parcels which are smaller than permitted in these regulations may be consolidated and resubdivided into new parcels, provided that:*

- (a) all parts of all new parcels are contiguous; and*
- (b) as many new parcels as the subdivision Approving Officer considers practicable shall meet the area requirements of this bylaw; and*
- (c) the degree of compliance with the area requirements of this bylaw is not lessened on any new parcel; and*
- (d) where a parcel is not served by an approved community sanitary sewer system, the Medical Health Officer states in writing that all on-site sewage disposal requirements pursuant to the Health Act are met.*

## LIST OF APPENDICES

- Appendix 1: Context Map of Subject Properties
- Appendix 2: Relevant Legal Notations on Title
- Appendix 3: Draft Subdivision Plan

## CLOSING

We believe that this application will not only rectify the currently dysfunctional property situation involving both Subject Properties, but it will also benefit the agricultural capability

of both parcels going forward. Moving PID: 024-762-091 to its proposed location along with the reconfiguration of the road will allow this parcel to better function agriculturally. The relocation of the road will also allow for a more efficient traveled portion, allowing more of the area to be used for farming purposes. This proposed boundary adjustment would also situate the existing barn on one single parcel, rather than straddling two property lines. Additionally, the inclusion (should the boundary adjustment be accepted) of 421m<sup>2</sup> of PID: 024-762-091 into the ALR will supplement the agricultural capability of this parcel.

Thank you for your time and consideration. If there are any questions or concerns, please do not hesitate to contact the undersigned.

Regards,

A handwritten signature in black ink, appearing to read 'Dylan Anderson', written over a horizontal line.

Dylan Anderson BA MUP  
Development Planner/Project Manager  
OTG Development Concepts  
Phone: 604-556-6623  
Email: [dylan@otgdevelopments.com](mailto:dylan@otgdevelopments.com)

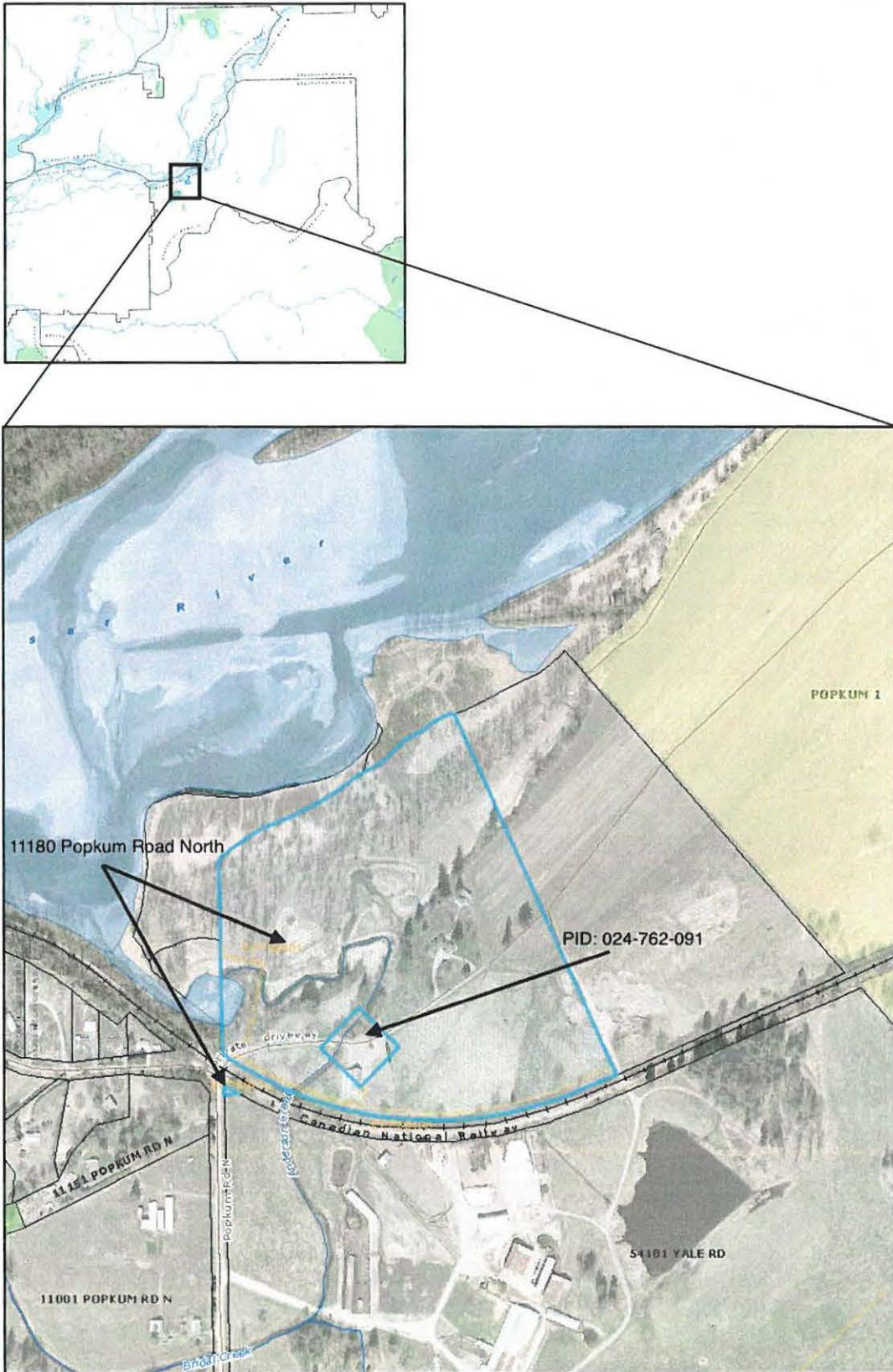


## APPENDIX 1

### Context Map of Subject Properties



CONTEXT MAP OF SUBJECT PROPERTIES  
(11180 POPKUM ROAD NORTH & PID 024-762-091)





APPENDIX 2

Relevant Legal Notations on Title



## NEW WESTMINSTER LAND TITLE OFFICE

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

Nov-21-2016 12:00:11.006

CA5660279 CA5660281

PAGE 1 OF 9 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.

Amritpal Kaur  
Sidhu Q3P7GH

Digitally signed by Amritpal Kaur Sidhu  
Q3P7GH  
DN: o=CA, cn=Amritpal Kaur Sidhu  
Q3P7GH, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.dfm?  
id=Q3P7GH  
Date: 2016.11.21 11:54:32 -0800

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

**WATERSTONE LAW GROUP LLP**

201-45793 LUCKAKUCK WAY

CHILLIWACK

BC V2R 5S3

Document Fees: \$214.74

LTO #: 11382

PHONE #: 604-824-7777

FILE #: 140785-24

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR LOT 2 PLAN EPP66358**

STC? YES

Related Plan Number: **EPP66358**

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):

**CORNER'S PRIDE FARMS LTD. (INC. NO. BC0189156) AND FARM CREDIT CANADA (AS TO PRIORITY)**

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

**CORNER'S PRIDE FARMS LTD.**

10484 MCGRATH ROAD

ROSEDALE

V0X 1X2

BRITISH COLUMBIA

CANADA

Incorporation No

BC0189156

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)

Amy K. Sidhu

Barrister & Solicitor

201-45793 Luckakuck Way  
Chilliwack, BC V2R 5S3

| Execution Date |    |    |
|----------------|----|----|
| Y              | M  | D  |
| 16             | 10 | 20 |

Transferor(s) Signature(s)

Corner's Pride Farms Ltd. by its  
authorized signatory:

Bernie Vander Meulen

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.

PAGE 2 of 9 PAGES

Transferor / Borrower / Party Signature(s)

Corner's Pride Farms Ltd. by its  
authorized signagory:

Page 2 of 9

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 3 of 9 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Jennifer Big Canoe

Commissioner for Taking Affidavits in British Columbia

1439 Sumas Way  
Abbotsford, BC V2S 8M9

| Y  | M  | D  |
|----|----|----|
| 16 | 10 | 25 |

Farm Credit Canada by its authorized  
signatory(ies):

\_\_\_\_\_  
Name: Pat Baker

\_\_\_\_\_  
Name:

**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**

PAGE 4 OF 9 PAGES

NATURE OF INTEREST  
Easement

CHARGE NO.

ADDITIONAL INFORMATION  
over part on Plan EPP66400  
Dominant Lands:  
Lot 1 Plan EPP66358

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION  
Granting the Easement herein priority over  
Mortgage No. CA658829 (extended by  
CA1132441, Modified by CA1975851, Extended by  
CA3036221 and Extended by CA5035383)

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION  
Granting the Easement herein priority over  
Assignment of Rents No. CA658830 (extended by  
CA1132442, Extended by CA3036222 and  
Extended by CA5035384)

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**TERMS OF INSTRUMENT PART 2**

THIS AGREEMENT dated for reference the 20<sup>th</sup> day of October, 2016,

BETWEEN:

**CORNER'S PRIDE FARMS LTD.,** Inc. No. BC0189156,  
10484 McGrath Road, RR 2  
Rosedale, BC V0X 1X2

(hereinafter called the "Grantor");

AND:

**CORNER'S PRIDE FARMS LTD.,** Inc. No. BC0189156,  
10484 McGrath Road, RR 2  
Rosedale, BC V0X 1X2

(hereinafter called the "Grantee");

**WHEREAS:**

- A. The Grantor is the registered owner of lands and premises situate, lying and being in the City of Chilliwack, in the Province of British Columbia more particularly known and described as:

PID: NPA  
Lot 2 Plan EPP66358

(the "Servient Tenement")

- B. The Grantee is the registered owner of lands and premises situate, lying and being in the City of Chilliwack, in the Province of British Columbia more particularly known and described as at:

PID: NPA  
Lot 1 Plan EPP66358

(the "Dominant Tenement")

- C. The Grantor has agreed to grant to the Grantee an easement over that portion of the Servient Tenement shown outlined in black on Reference Plan of Easement No. EPP66400 (the "Easement Area"), a copy of which is attached as Schedule "A" hereto for the purpose of access and the provision of manure line services to the Dominant Tenement.



THEREFORE in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration and the mutual covenants hereinafter contained, the parties hereto covenant and agree each with the others as follows:

1. The Grantee may construct and install, at its cost, manure line services and appurtenances thereto (collectively, the "Works") on, across, through, along and over the Easement Area.
2. The Grantor hereby grants unto the Grantee an easement in perpetuity for the benefit of the Dominant Tenement and to be appurtenant to and for the use and benefit of the Dominant Tenement in, over, under and upon the Easement Area and thereon by the Grantee and the owners and occupiers for the time being of the Dominant Tenement and their respective servants, agents, employees, workmen, lessees, tenants, invitees, licensees and customers and all other persons having a right to use such easement in common with the Grantor and its respective agents, servants, workers, contractors, licensees and all other persons by its authority to enter upon and to pass and repass both with and without vehicles, implements and equipment to dig, drill, excavate, lay down, install, construct, operate, maintain, alter, service, remove, replace, reconstruct, inspect, repair and otherwise deal with the Works and to perform any necessary work including without limiting the generality of the foregoing, the right to excavate any trench, provided that the Grantee shall as soon as practicable thereafter fill any excavation so made and shall restore the surface of the ground and any affected improvements as nearly as may be practicable to the level and condition before such work was done.
3. The Grantor hereby grants unto the Grantee an easement in perpetuity for the benefit of the Dominant Tenement and to be appurtenant to and for the use and benefit of the Dominant Tenement upon the Easement Area and thereon by the Grantee and the owners and occupiers for the time being of the Dominant Tenement and their respective servants, agents, employees, workmen, lessees, tenants, invitees, licensees and customers and all other persons having a right to use such easement and all other persons by its authority the full, free and uninterrupted right, liberty, privilege, permission and easement for the Grantee and its respective servants, agents, employees, workmen, lessees, tenants, invitees, licensees and customers to use the Easement Area at their will and pleasure, at all times by day and night to enter upon, occupy, pass and repass on, over, under, access and through the Easement Area with or without vehicles, equipment, supplies, materials and products of any and all kinds for the purpose of access to and ingress to and egress from the Dominant Tenement in common with the Grantor, its servants, agents, employees, workmen, lessees, tenants, invitees, licensees and customers and all other persons having a right to use such easement.
4. The Grantor will not erect any building, improvement or structure on the Easement Area or any portion thereof or do or permit anything to be done thereon to interfere with the Easement granted hereby and the rights of the Grantee in respect thereto.
5. The Works shall be kept in good condition and repair, and the cost of maintaining in good repair the Works shall be borne by the Grantee. In the event the Grantee fails to keep the Works in good condition and repair as required herein, the Grantor shall be entitled to undertake any reasonably necessary repairs and maintenance on behalf of the Grantee and the Grantee shall fully reimburse the Grantor for all such costs and expenses forthwith upon receiving written notice of same.

6. The Grantor covenants with the Grantee:
- (a) that no building, structure, fence, foundation, pavement, excavation, well, pile of material or obstruction shall be made, placed, erected or maintained on any portion of the Easement Area and that no growth shall be planted upon the Easement Area;
  - (b) that the Grantor shall not do or knowingly permit to be done any act or thing which will interfere with or obstruct the Easement Area;
  - (c) that the Grantor shall not disturb, reshape, modify or in any way alter any portion of the finished ground surface of the Easement Area; and
  - (d) that the Grantor will not diminish the soil cover over any portion of the Easement Area.
7. The Grantor and Grantee covenant and agree each with the other to save harmless and indemnify the other from any breach or default of any covenant under this Agreement until their respective rights, interest, liberties, duties, obligations and covenants are assigned, transferred, devolved or otherwise alienated.
8. Nothing contained in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Easement Area in any manner which does not interfere with the security or efficient functioning of the Works.
9. 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.
10. Notwithstanding anything contained in this Agreement, the Grantee shall not be liable under any of the covenants and Agreement contained herein where such liability arises by reason of an act or omission occurring after the Grantee ceases to have any further interest in the Dominant Tenement.
11. The covenants contained herein shall enure to the benefit of the Grantee, as owner of the Dominant Tenement, and its successors and assigns, and all future owners of the Dominant Tenement, or any part thereof, and shall be binding on the Grantor, as owner of the Servient Tenement, and its successors and assigns and all future owners of the Servient Tenement or any part thereof, and these covenants shall be registered as annexed to and running with the Dominant Tenement and the Servient Tenement, respectively and any lands into which they may be subdivided or consolidated.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing the Form C and Form D attached as pages 1 and 2 hereto.

**MEMORANDUM AS TO INTEREST**

Mortgage No. CA658829 (extended by CA1132411, CA3036221 and CA5035383 and modified by CA1975851) and Assignment of Rents No. CA658830 (extended by CA1132442, CA3036222 and CA5035384) registered against the Lands at the New Westminster Land Title Office on the 18th day of December, 2007, in favour of Farm Credit Canada are together herein the "FCC Interest".

**CONSENT TO PRIORITY**

FARM CREDIT CANADA, being the holder of the FCC Interest referred to in the memorandum above written, in consideration of \$1.00 now paid to us and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby joins in and consents to the granting of this Agreement and hereby covenants that this Agreement shall bind the FCC Interest in the Lands and shall rank in priority upon the Lands over the FCC Interest as if the Agreement has been registered prior to the FCC Interest.

PLAN EPP66400

Scale 1:1500 BCGS 92H.022



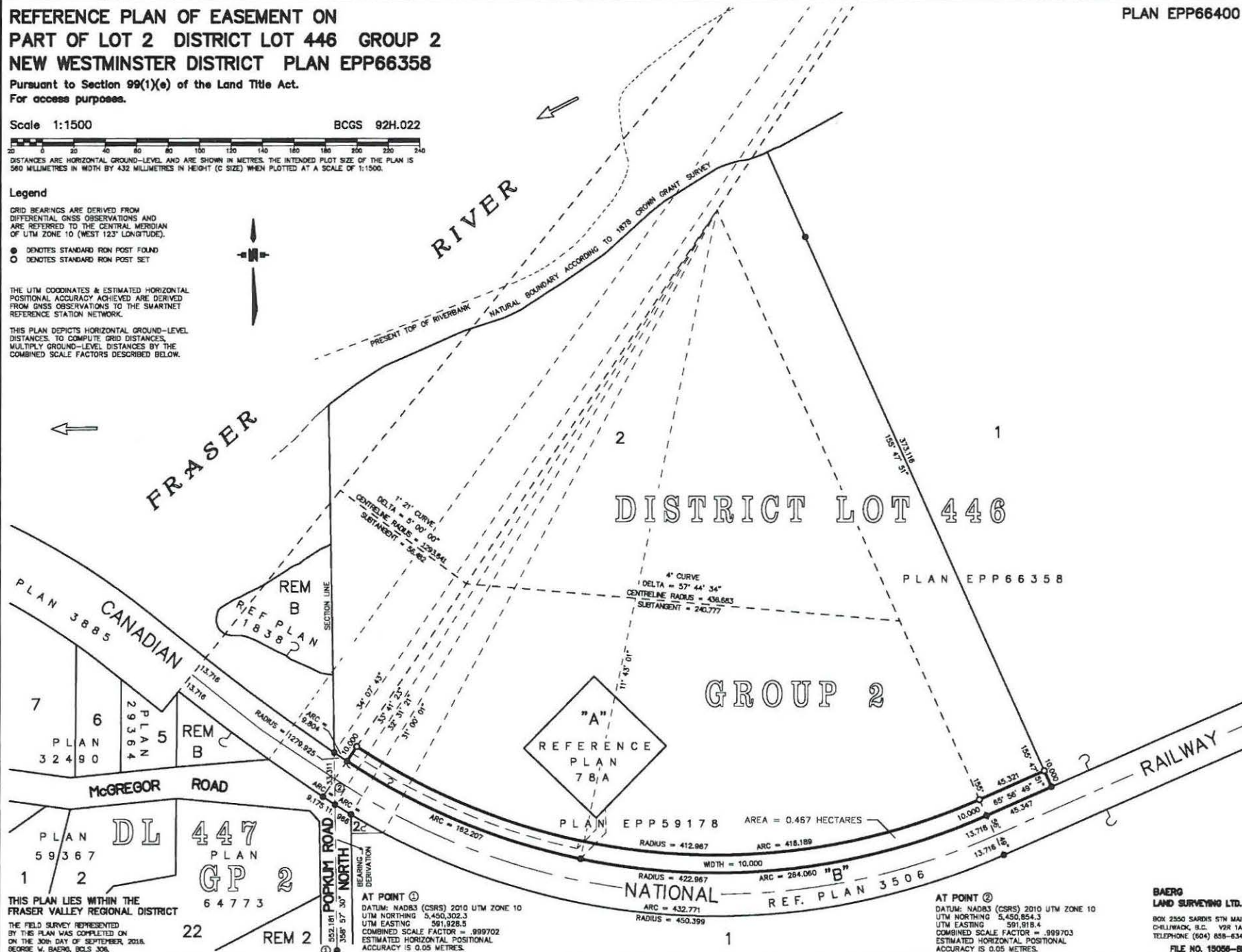
DISTANCES ARE HORIZONTAL GROUND-LEVEL AND ARE SHOWN IN METRES. THE INTENDED PLOT SIZE OF THE PLAN IS 560 MILLIMETRES IN WIDTH BY 432 MILLIMETRES IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:1500.

GRID BEARINGS ARE DERIVED FROM DIFFERENTIAL GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 (WEST 123° LONGITUDE).

- DENOTES STANDARD IRON POST FOUND  
○ DENOTES STANDARD IRON POST SET

THE UTM COORDINATES & ESTIMATED HORIZONTAL POSITIONAL ACCURACY ACHIEVED ARE DERIVED FROM GNSS OBSERVATIONS TO THE SMARTNET REFERENCE STATION NETWORK.

THIS PLAN DEPICTS HORIZONTAL GROUND-LEVEL DISTANCES. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE COMBINED SCALE FACTORS DESCRIBED BELOW.



**BAERG  
LAND SURVEYING LTD.**  
BOX 2550 SARDIS STN MAIL  
CHILLIWACK, B.C. V2R 1A  
TELEPHONE (604) 858-6344  
**FILE NO. 15056-B**



## NEW WESTMINSTER LAND TITLE OFFICE

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

Nov-21-2016 12:00:11.009

CA5660283 CA5660285

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.

Amritpal Kaur  
Sidhu Q3P7GH

Digitally signed by Amritpal Kaur Sidhu  
Q3P7GH  
DN: c=CA, cn=Amritpal Kaur Sidhu  
Q3P7GH, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.dn?  
d=Q3P7GH  
Date: 2016.11.21 11:57:14 -0800

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

WATERSTONE LAW GROUP LLP

201-45793 LUCKAKUCK WAY

CHILLIWACK

BC V2R 5S3

LTO #: 11382

PHONE #: 604-824-7777

FILE #: 140785-24

Document Fees: \$214.74

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT 2 PLAN EPP66358

STC? YES

Related Plan Number: EPP66358

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):

CORNER'S PRIDE FARMS LTD. (INC. NO. BC0189156) AND FARM CREDIT CANADA (AS TO PRIORITY)

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

FRASER VALLEY REGIONAL DISTRICT

45950 CHEAM AVENUE

CHILLIWACK

BRITISH COLUMBIA

V2P 1N6

CANADA

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)

Amy K. Sidhu

Barrister & Solicitor

201-45793 Luckakuck Way  
Chilliwack, BC V2R 5S3

Execution Date

| Y  | M  | D  |
|----|----|----|
| 16 | 10 | 20 |

Transferor(s) Signature(s)

Corner's Pride Farms Ltd. by its  
authorized signatory:

Bernie Vander Meulen

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.



PAGE 2 of 10 PAGES

Transferor / Borrower / Party Signature(s)

### EXECUTIONS CONTINUED

PAGE 3 of 10 PAGES

Transferor / Borrower / Party Signature(s)

| Y  | M  | D  |
|----|----|----|
| 16 | 10 | 25 |

Name: \_\_\_\_\_

## Page 3 of 10

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 4 OF 10 PAGES

## NATURE OF INTEREST

## CHARGE NO.

## ADDITIONAL INFORMATION

Statutory Right of Way

over part on Plan EPP66401

## NATURE OF INTEREST

## CHARGE NO.

## ADDITIONAL INFORMATION

Priority Agreement

Granting the Statutory Right of Way herein priority over Mortgage No. CA658829 (Extended by CA1132441, Modified by CA1975851, Extended by CA3036221 and Extended by CA5035383)

## NATURE OF INTEREST

## CHARGE NO.

## ADDITIONAL INFORMATION

Priority Agreement

Granting the Statutory Right of Way herein priority over Assignment of Rents No. CA658830 (Extended by CA1132442, Extended by CA3036222 and Extended by CA5035384)

## NATURE OF INTEREST

## CHARGE NO.

## ADDITIONAL INFORMATION

## NATURE OF INTEREST

## CHARGE NO.

## ADDITIONAL INFORMATION

## NATURE OF INTEREST

## CHARGE NO.

## ADDITIONAL INFORMATION

## **TERMS OF INSTRUMENT – PART 2**

THIS AGREEMENT dated for reference this 20<sup>th</sup> day of October, 2016.

**BETWEEN:**

**CORNER'S PRIDE FARMS LTD., Inc.** No. BC0189156,  
10484 McGrath Road, RR 2  
Rosedale, BC V0X 1X2

(hereinafter called the "Grantor");

**AND:**

**FRASER VALLEY REGIONAL DISTRICT**  
having its office at 45950 Cheam Avenue  
Chilliwack B.C. V2P 1N6

(hereinafter called the "Grantee");

**WHEREAS:**

- A. The Grantor is the registered owner of lands and premises situate, lying and being in the Fraser Valley Regional District, in the Province of British Columbia more particularly known and described as:

Lot 2 Plan EPP66358  
(the "Lands");

- B. The Grantor has agreed to grant to the Grantee a Statutory Right of Way to allow for the construction of a public trail through a portion of the Lands and all works and things ancillary and incidental thereto (the "Public Trail"); and
- C. This Statutory Right of Way is necessary for the maintenance of the Grantee's undertaking and for public access.

THIS AGREEMENT IS EVIDENCE that in consideration of ONE (\$1.00) DOLLAR now paid by the Grantee to the Grantor and other good and valuable consideration (the receipt and sufficiency of which the Grantor hereby acknowledges) and of the mutual covenants and agreements herein set forth, the Grantor and the Grantee covenant and agree, and the Grantor hereby grants to the Grantee, as follows:

1. The Grantee covenants and agrees with the Grantor that it shall construct or cause to be constructed, at the Grantee's sole cost, the Public Trail within the Right of Way as hereinafter defined.

2. Pursuant to Section 218 of the *Land Title Act* the Grantor hereby grants, conveys and confirms to the Grantee, in perpetuity, the full, free and uninterrupted right, liberty, easement and statutory right of way, for the Grantee and its licensees, employees, agents, officials, contractors, workers and the public at all times hereafter, by day and by night at their will and pleasure, to enter, go, be on, pass and re-pass, with or without vehicles, personal property or equipment, upon, over and across those portions of the Lands outlined in heavy black on the statutory right of way plan in respect of the Lands deposited for registration, or registered, in the Land Title Office under number EPP66401 ("Right of Way") attached hereto as Schedule "A", to:

- (a) construct the Public Trail upon the Right of Way and to maintain, repair, replace or remove the Public Trail from time to time in the Grantee's discretion;
- (b) have unobstructed access to and from the Right of Way at any and all times; and
- (c) do all other things on the Right of Way as may be reasonably required in connection with the foregoing.

3. The Grantor covenants with the Grantee that:

- (a) no building, structure, fence, foundation, pavement, excavation, well, pile of material or obstruction shall be made, placed, erected or maintained on any portion of the Right of Way and that no growth shall be planted upon the Right of Way;
- (b) the Grantor shall not do or knowingly permit to be done any act or thing which will interfere with or obstruct the Right of Way;
- (c) the Grantor shall not disturb, reshape, modify or in any way alter any portion of the finished ground surface of the Right of Way; and
- (d) the Grantor will not diminish the soil cover over any portion of the Right of Way.

4. The Grantee shall and may peaceably hold and enjoy the rights, liberties and right of way hereby granted without hindrance, or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor.

5. The Grantor, upon every reasonable request and at the Grantee's cost, shall do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances in law whatsoever for better assuring to the Grantee the rights, liberties and statutory right of way hereby granted.

6. In the exercise of its powers hereunder, the Grantee may remove anything placed on the Right of Way by the Grantor but, except for the Public Trail, shall, so far as possible and subject to section 2 hereof, restore the Right of Way to substantially its original condition, so far as is reasonably practicable, promptly after completing the Public Trail.



7. The Grantee shall construct the Public Trail and other things hereby authorized to be done by it over, through, under and upon the Right of Way in a good and workmanlike manner so as to cause no unnecessary damage or disturbance to the Right of Way or to any improvements thereon.

8. The Grantee shall at all times indemnify and save harmless the Grantor from and against any and all loss, expense or damage arising from negligence of the Grantee, its agents, employees, contractors, subcontractors, the public and from and against all claims and demands, losses, costs, actions, suits or other proceedings by whomsoever made, brought or prosecuted, whether arising by reason of accidents, damages or injuries to persons or to property (including the Grantor's employees, agents and contractors, and including Grantor's property) or otherwise in any manner caused by, arising out of or attributable to the exercise in any manner of the rights hereby granted.

9. This Agreement shall be construed as running with the Lands but no part of the fee of soil thereof passes to or is vested in the Grantee under or by this Agreement and the Grantor may fully use the Right of Way subject only to the rights and restrictions herein set forth.

10. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.

11. This Agreement runs with the Lands and every part or parts thereof, and shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever.

12. Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:

- (a) the Clerk of the Grantee or the Grantor, as the case may be, has been served personally, on the date of service; or
- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is the earlier, so long as the notice is mailed to the party at the address provided herein or to whatever address the party may from time to time provide to the other party.

13. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

14. Every reference to each party is deemed to include the heirs, executors, administrators, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.

15. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be

severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

16. This Agreement shall enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.

17. Notwithstanding anything contained herein, neither the Grantor named herein nor any future owner of the Lands or any portion thereof shall be liable under any of the covenants and agreement contained herein where such liability arises by reason of an act or omission occurring after the Grantor named herein or any future owner ceases to have a further interest in the Lands.

18. Wherever this Agreement creates a power or obligation of the Grantee to make a decision or to exercise any contractual right or remedy, the Grantee may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

19. This agreement shall be governed and construed according to the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have hereunto executed these presents by execution of the Form "C" and Form "D" attached hereto.

**MEMORANDUM AS TO INTEREST**

Mortgage No. CA658829 (extended by CA1132411, CA3036221 and CA5035383 and modified by CA1975851) and Assignment of Rents No. CA658830 (extended by CA1132442, CA3036222 and CA5035384) registered against the Lands at the New Westminster Land Title Office on the 18th day of December, 2007, in favour of Farm Credit Canada are together herein the "FCC Interest".

**CONSENT TO PRIORITY**

FARM CREDIT CANADA, being the holder of the FCC Interest referred to in the memorandum above written, in consideration of \$1.00 now paid to us and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby joins in and consents to the granting of this Agreement and hereby covenants that this Agreement shall bind the FCC Interest in the Lands and shall rank in priority upon the Lands over the FCC Interest as if the Agreement has been registered prior to the FCC Interest.

## PLAN EPP66401

Scale 1:750 BCGS 92H.022

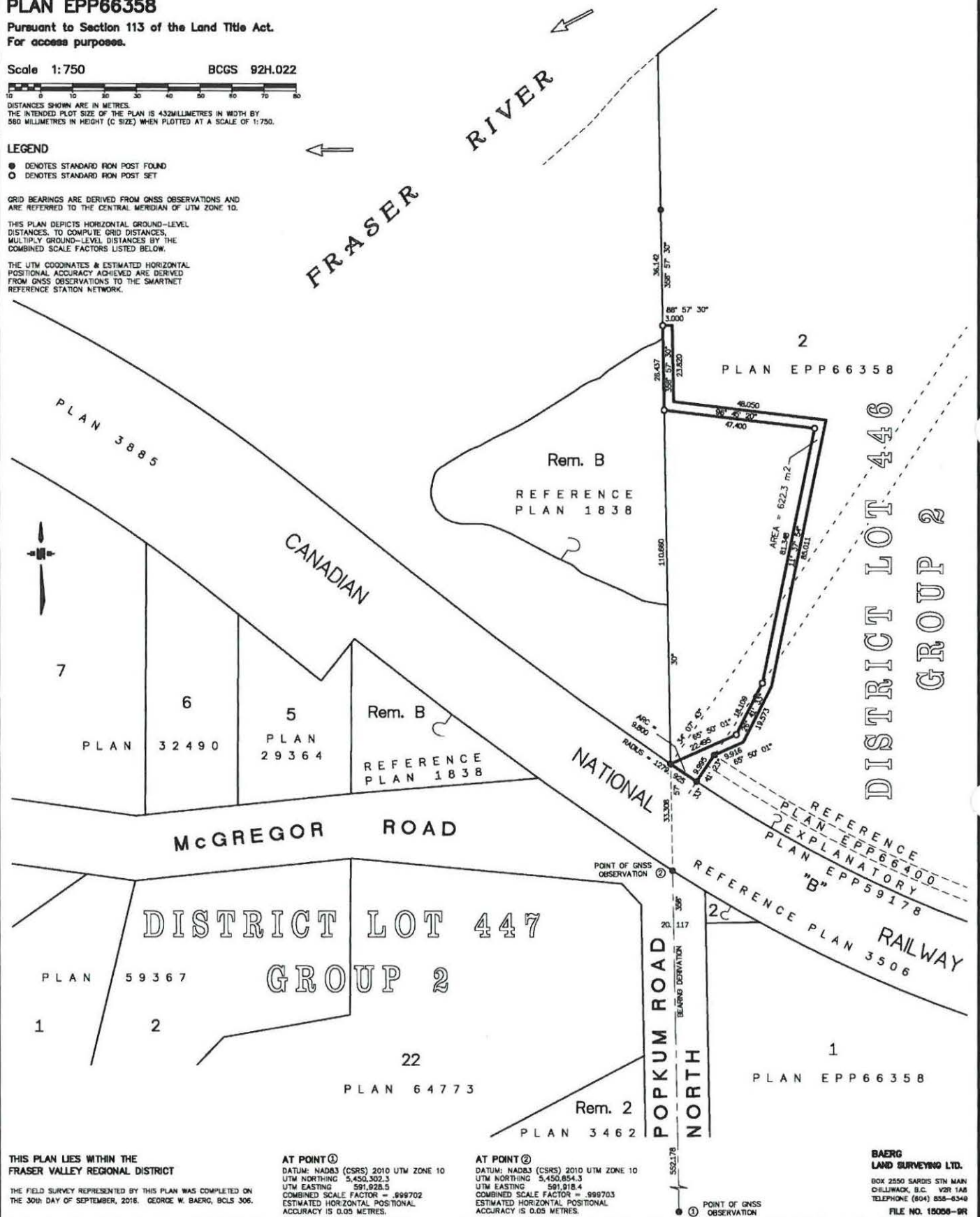
DISTANCES SHOWN ARE IN METRES.  
THE INTENDED PLOT SIZE OF THE PLAN IS 432 MILLIMETRES IN WIDTH BY  
560 MILLIMETRES IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:750.

● DENOTES STANDARD IRON POST FOUND  
○ DENOTES STANDARD IRON POST SET

GRID BEARINGS ARE DERIVED FROM GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10.

THIS PLAN DEPICTS HORIZONTAL GROUND-LEVEL DISTANCES. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE COMBINED SCALE FACTORS LISTED BELOW.

THE UTM COORDINATES & ESTIMATED HORIZONTAL POSITIONAL ACCURACY ACHIEVED ARE DERIVED FROM GNSS OBSERVATIONS TO THE SMARTNET REFERENCE STATION NETWORK.



## NEW WESTMINSTER LAND TITLE OFFICE

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

Mar-10-2016 11:01:21.007

CA5035387 CA5035389

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.

Amritpal Kaur  
Sidhu Q3P7GH

Digitally signed by Amritpal Kaur Sidhu  
Q3P7GH  
DN: c=CA, cn=Amritpal Kaur Sidhu  
Q3P7GH, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.dcn?  
id=Q3P7GH  
Date: 2016.03.10 10:30:24 -0800

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

WATERSTONE LAW GROUP LLP

201-45793 LUCKAKUCK WAY

CHILLIWACK

BC V2R 5S3

LTO #: 11382

PHONE #: 604-824-7777

FILE #: 140785-23

Document Fees: \$214.74

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT A DL 446 GP 2 NWD PLAN EPP56518

STC? YES

Related Plan Number: EPP56518

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):

CORNER'S PRIDE FARMS LTD. (INC. NO. BC0189156) AND FARM CREDIT CANADA (AS TO PRIORITY)

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)

Amy K. Sidhu

Barrister & Solicitor

201-45793 Luckakuck Way  
Chilliwack, BC V2R 5S3

| Execution Date |    |    |
|----------------|----|----|
| Y              | M  | D  |
| 16             | 02 | 03 |

Transferor(s) Signature(s)

CORNER'S PRIDE FARMS LTD. by  
its authorized signatory:

Bernie Vander Meulen

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**

PAGE 2 of 11 PAGES

Officer Signature(s)

\_\_\_\_\_  
Sandeep Kaur Dhesa

Commissioner for Taking Affidavits in British Columbia

200-10428 153rd Street  
Surrey, BC V3R 1E1

Execution Date

| Y  | M  | D  |
|----|----|----|
| 16 | 02 | 16 |

Transferor / Borrower / Party Signature(s)

Her Majesty the Queen in the right of  
the Province of British Columbia, as  
represented by the Minister of Forests,  
Lands and Natural Resource  
Operations by its authorized signatory  
(ies):

\_\_\_\_\_  
Name: Catherine Allard

\_\_\_\_\_  
Name:

**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**

PAGE 3 of 11 PAGES

Officer Signature(s)

\_\_\_\_\_  
John A. Christopher

Notary Public

12040-149th Street NW LAC - 2nd Fl.  
Edmonton, AB T5V 1P2

Execution Date

| Y  | M  | D  |
|----|----|----|
| 16 | 02 | 08 |

Transferor / Borrower / Party Signature(s)

FARM CREDIT CANADA by its  
authorized signatory(ies):

\_\_\_\_\_  
Name: Melanie Clark

\_\_\_\_\_  
Name:

**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**

PAGE 4 OF 11 PAGES

## NATURE OF INTEREST

## CHARGE NO.

## ADDITIONAL INFORMATION

Statutory Right of Way

over portion outlined in black on plan EPP59178

## NATURE OF INTEREST

## CHARGE NO.

## ADDITIONAL INFORMATION

Priority Agreement

granting the Statutory Right of Way herein priority  
over CA658829 (extended by CA1132441 &  
CA3036221 and modified by CA1975851)

## NATURE OF INTEREST

## CHARGE NO.

## ADDITIONAL INFORMATION

Priority Agreement

granting the Statutory Right of Way herein priority  
over CA658830 (extended by CA1132442 &  
CA3036222)

## 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 5 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):**

Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of  
Forests, Lands and Natural Resource Operations  
200-10428 153rd Street  
Surrey, BC V3R 1E1

**TERMS OF INSTRUMENT – PART 2**

THIS AGREEMENT dated for reference this 26<sup>th</sup> day of January 2016.

BETWEEN:

**CORNER'S PRIDE FARMS LTD.** (Inc. No. BC0189156)  
of 201-45793 Luckakuck Way, Chilliwack, B.C. V2R 5S3

(hereinafter called the "Grantor");

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER  
OF FORESTS, LANDS AND NATURAL RESOURCE  
OPERATIONS,**

having its office at 200-10428 153<sup>rd</sup> Street, Surrey, B.C. V3R 1E1

(hereinafter called the "Grantee");

**WHEREAS:**

- A. The Grantor is the registered owner of lands and premises situate, lying and being in the Fraser Valley Regional District, in the Province of British Columbia more particularly known and described as:

Lot A DL 446 GP 2 NWD Plan EPP56518

(the "Grantor's Lands").

- B. The Grantee is the owner of lands and premises situate, lying and being in the Fraser Valley Regional District, in the Province of British Columbia more particularly known and described as:

Parcel "A" Reference Plan 78A

(the "Grantee's Lands")

- C. The Grantee does not have access to the Grantee's Lands without entering upon the Grantor's Lands and it is a condition of subdivision approval by the Fraser Valley Regional District that this access issue be resolved.
- D. The Grantor has agreed to grant to the Grantee a Statutory Right of Way over a portion of the Grantor's Lands for the purpose of allowing the Grantee access to the Grantee's Lands



and all works and things ancillary and incidental thereto on the terms and conditions hereinafter contained.

THIS AGREEMENT IS EVIDENCE that in consideration of ONE (\$1.00) DOLLAR now paid by the Grantee to the Grantor and other good and valuable consideration (the receipt and sufficiency of which the Grantor hereby acknowledges) and of the mutual covenants and agreements herein set forth, the Grantor and the Grantee covenant and agree, and the Grantor hereby grants to the Grantee, as follows:

1. Pursuant to Section 218 of the *Land Title Act* the Grantor hereby grants, conveys and confirms to the Grantee, in perpetuity, the full, free and uninterrupted right, liberty, easement and statutory right of way, for the Grantee and its licensees, employees, agents, officials, contractors, and workers at all times hereafter, by day and by night at their will and pleasure, to enter, go, be on, pass and re-pass, with or without vehicles, personal property or equipment, upon, over and across that portion of the Grantor's Lands shown outlined in black on Explanatory Plan of Statutory Right of Way No. EPP59178 (the "Right of Way"), a copy of which is attached as Schedule "A" for the purpose of providing the Grantee access to the Grantee's Lands.
2. The Grantor covenants and agrees with the Grantee that:
  - (a) no building, structure, fence, foundation, pavement, excavation, well, pile of material or obstruction shall be made, placed, erected or maintained on any portion of the Right of Way and that no growth shall be planted upon the Right of Way;
  - (b) the Grantor shall not do or knowingly permit to be done any act or thing which will interfere with or obstruct the Right of Way;
  - (c) the Grantor shall not disturb, reshape, modify or in any way alter any portion of the finished ground surface of the Right of Way; and
  - (d) the Grantor will not diminish the soil cover over any portion of the Right of Way.
3. The Grantee covenants and agrees with the Grantor that in the event that the Grantee ceases to have any interest in the Grantee's Lands, that the Grantee will apply to release the Right of Way from the Grantor's Lands at the Grantee's expense.
4. The Grantee shall and may peaceably hold and enjoy the rights, liberties and right of way hereby granted without hindrance, or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor.
5. The Grantor, upon every reasonable request and at the Grantee's cost, shall do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances in law whatsoever for better assuring to the Grantee the rights, liberties and statutory right of way hereby granted.

6. The Grantee shall at all times indemnify and save harmless the Grantor from and against any and all loss, expense or damage arising from negligence of the Grantee, its agents, employees, contractors, subcontractors and from and against all claims and demands, losses, costs, actions, suits or other proceedings by whomsoever made, brought or prosecuted, whether arising by reason of accidents, damages or injuries to persons or to property (including the Grantor's employees, agents and contractors, and including Grantor's property) or otherwise in any manner caused by, arising out of or attributable to the exercise in any manner of the rights hereby granted.

7. This Agreement shall be construed as running with the Grantor's Lands but no part of the fee of soil thereof passes to or is vested in the Grantee under or by this Agreement and the Grantor may fully use the Right of Way subject only to the rights and restrictions herein set forth.

8. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.

9. This Agreement runs with the Grantor's Lands and every part or parts thereof, and shall attach to and run with the Grantor's Lands and each and every part to which the Grantor's Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever.

10. Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:

- (a) the clerk of the Grantee or the Grantor, as the case may be, has been served personally, on the date of service; or
- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is the earlier, so long as the notice is mailed to the party at the address provided herein or to whatever address the party may from time to time provide to the other party.

11. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

12. Every reference to each party is deemed to include the heirs, executors, administrators, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.

13. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

14. This Agreement shall enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.

15. Notwithstanding anything contained herein, neither the Grantor named herein nor any future owner of the Grantor's Lands or any portion thereof shall be liable under any of the covenants and agreement contained herein where such liability arises by reason of an act or omission occurring after the Grantor named herein or any future owner ceases to have a further interest in the Grantor's Lands.

16. Wherever this Agreement creates a power or obligation of the Grantee to make a decision or to exercise any contractual right or remedy, the Grantee may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

17. This agreement shall be governed and construed according to the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have hereunto executed these presents by execution of the Form "C" and Form "D" attached hereto.

**MEMORANDUM AS TO INTEREST**

Mortgage No. CA658829 (Extended by CA1132441 & CA3036221 and Modified by CA1975851) and Assignment of Rents No. CA658830 (Extended by CA1132442 & CA3036222) registered against the Lands at the New Westminster Land Title Office on the 18<sup>th</sup> day of December, 2007, in favour of Farm Credit Canada are together herein the "FCC Interest".

**CONSENT TO PRIORITY**

FARM CREDIT CANADA, being the holder of the FCC Interest referred to in the memorandum above written, in consideration of \$1.00 now paid to us and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby joins in and consents to the granting of this Agreement and hereby covenants that this Agreement shall bind the FCC Interest in the Lands and shall rank in priority upon the Lands over the FCC Interest as if the Agreement has been registered prior to the FCC Interest.



## APPENDIX 3

### Draft Subdivision Plan



# EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OVER PART OF LOT A DISTRICT LOT 446 GROUP 2 NWD PLAN EPP56518

Pursuant to Section 99(1)(e) of the Land Title Act.  
For access purposes.

Scale 1:1500

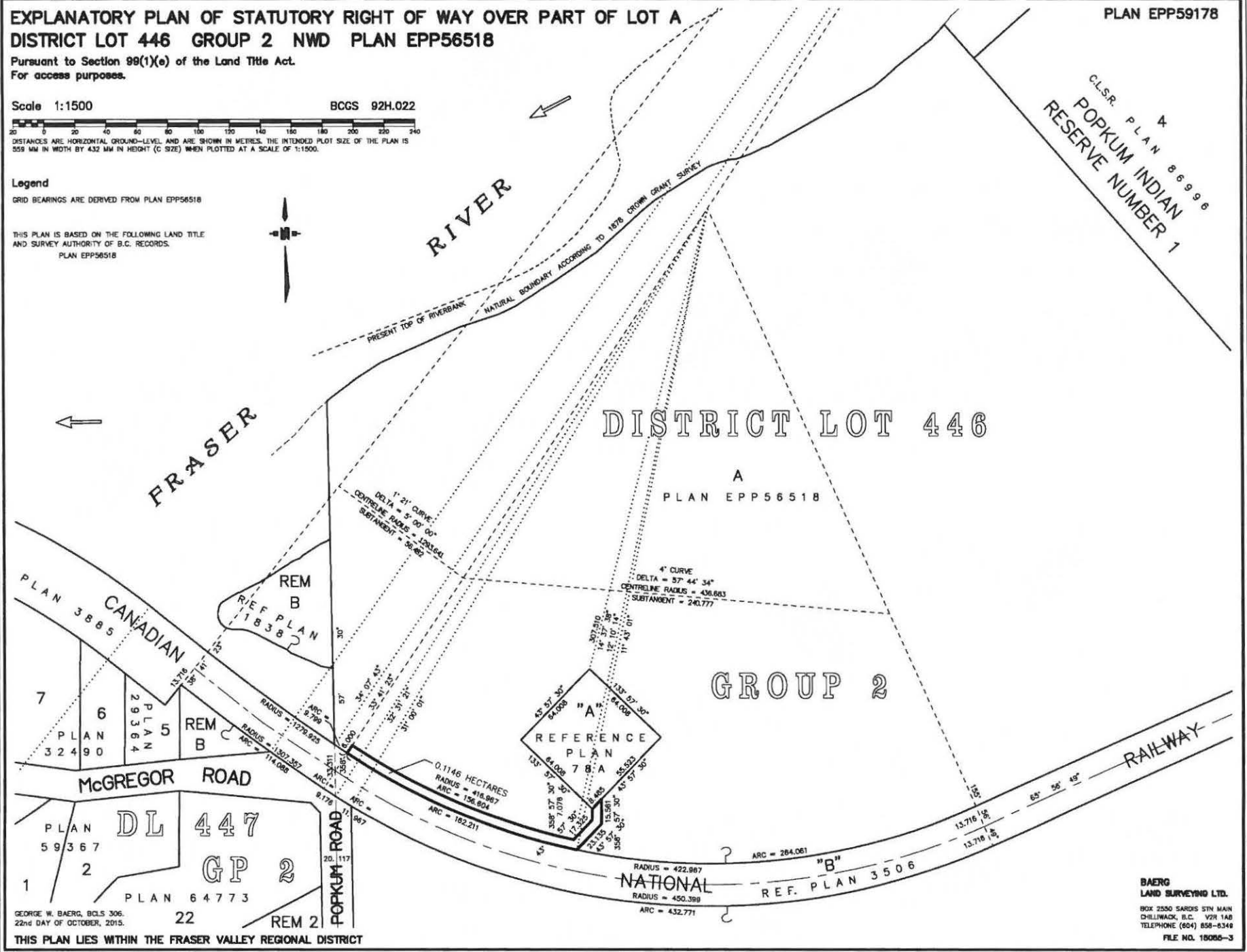
BCGS 92H.022

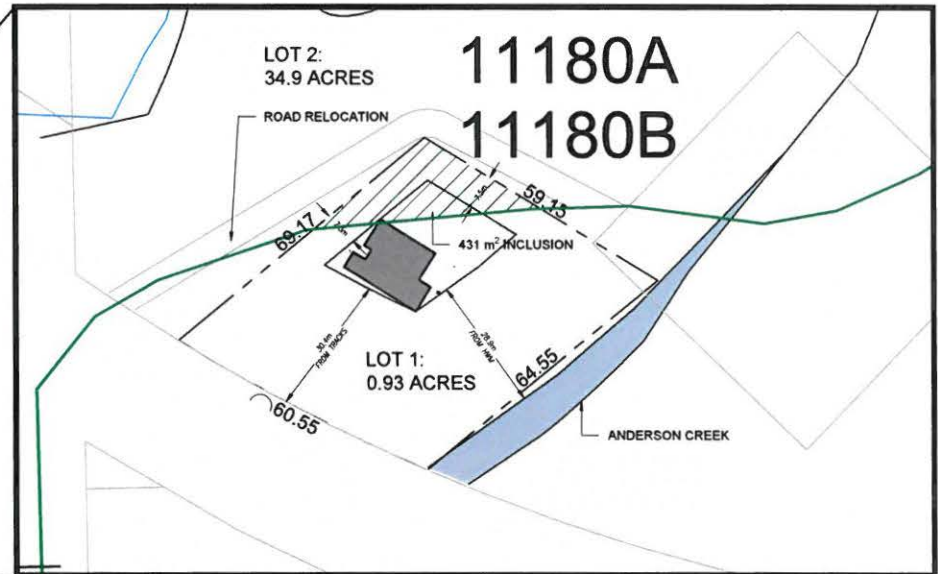
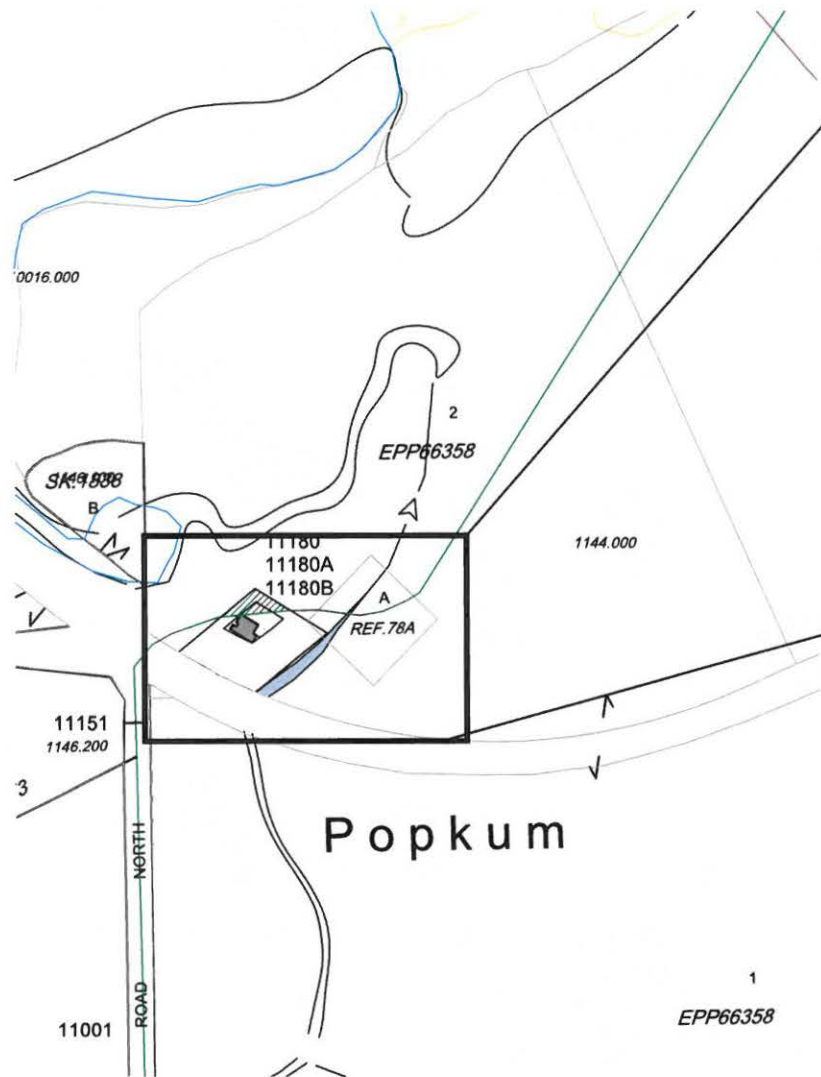
DISTANCES ARE HORIZONTAL GROUND-LEVEL AND ARE SHOWN IN METRES. THE INTENDED PLOT SIZE OF THE PLAN IS 559 MM IN WIDTH BY 432 MM IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:1500.

## Legend

GRID BEARINGS ARE DERIVED FROM PLAN EPP56518

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE  
AND SURVEY AUTHORITY OF B.C. RECORDS.  
PLAN EPP56518





**LEGEND:**

- EXISTING PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- ▨ ALR INCLUSION
- ALR BOUNDARY



**OTG**

UNIT#520 45715 HOCKING AVE  
CHILLWACK, BC  
V2P 6Z6

DEVELOPMENT CONCEPTS

PROJECT LOCATION  
11180 POPKUM ROAD  
PRELIMINARY SKETCH

PROJECT NUMBER  
19-066

DRAWN BY:  
CASSIDY SILBERNAGEL

DATE:  
April 29, 2019

SCALE:  
nts

SHEET:

1