



**Agricultural Land Commission**  
133-4940 Canada Way  
Burnaby, British Columbia V5G 4K6  
Tel: 604 660-7000  
Fax: 604 660-7033  
www.alc.gov.bc.ca

July 18, 2012

Reply to the attention of Liz Sutton  
ALC File: 38822

Alan Vanderburgh  
Vanderburgh & Company  
#5 - 123 Borland Street  
William Lake, BC  
V2G 1R1

Dear Mr. Vanderburgh:

**Re: Application to Exclude Land from the Agricultural Land Reserve**

Please find attached the Section 219 Covenant executed by the ALC as it relates to the condition of approval in Resolution #127/2009 which restricts cutting of vegetation or the placement of buildings from the northernmost 30 m of the property where it abuts Crown land.

Please be advised that the remainder of conditions outlined in Resolution #127/2009 remain outstanding, and as such the subject property remains within the Agricultural Land Reserve. All conditions of approval must be completed by April 28, 2013.

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION

Per: 

Brian Underhill, Executive Director

Enclosure

LS/38822m1

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

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.



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

**Vanderburgh & Company**  
**Barristers & Solicitors**  
**#5-123 Borland Street**  
**Williams Lake** BC V2G 1R1  
 T: 250-392-7161 \*vjh  
 275310-2 MACPINE

Deduct LTSA Fees? Yes

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

**010-911-405 THE EAST 1/2 OF DISTRICT LOT 5985 CARIBOO DISTRICT**

STC? YES

3. NATURE OF INTEREST

**Covenant**

CHARGE NO.

ADDITIONAL INFORMATION

**SECTION 219**

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):

**MACPINE DEVELOPMENTS LTD., INC. #BC0933931**

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

**PROVINCIAL AGRICULTURAL LAND COMMISSION**  
**#133-4940 CANADA WAY**  
**BURNABY**  
 BRITISH COLUMBIA  
 V5G 4K6 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)

\_\_\_\_\_

Execution Date

Y	M	D
12		

Transferor(s) Signature(s)

**MACPINE DEVELOPMENTS LTD.**  
 by its authorized signatory:

\_\_\_\_\_

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)

\_\_\_\_\_  
**COLIN J. FRY**  
Commissioner for Taking Affidavits  
#133 - 4940 Canada Way  
Burnaby, B.C. V5G 4K6  
Expiry: OCTOBER 31, 2014

Y	M	D
12	07	18

PROVINCIAL AGRICULTURAL LAND  
COMMISSION  
by its authorized signatories:

*[Signature]*  
Name: BRIAN UNDERHILL, AUTHORIZED SIGNATORY OF THE  
PROVINCIAL AGRICULTURAL LAND COMMISSION

*[Signature]*  
Name: LIZ SUTTON  
AUTHORIZED SIGNATORY OF THE  
PROVINCIAL AGRICULTURAL LAND COMMISSION

-as to both signatures-

*[Signature]*

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.

EXPRESS CHARGE TERMS – Part 2

WHEREAS:

1. The Transferor is the registered owner of all and singular that certain parcel or tract of land and premises situate in the Cariboo Assessment Area, in the Province of British Columbia, being more particularly known and described as:

PID 010-911-405

The East ½ of District Lot 5985 Cariboo District

(hereinafter called the "Lands");

2. The Transferor proposes to subdivide the Lands and has requested that the Transferee exclude the Lands from the Agricultural Land Reserve;

3. The Transferee requires that the Transferor, as a condition of such exclusion, enter into a covenant over the Lands pursuant to Section 219 of the *Land Title Act* on the terms as hereinafter set forth.

4. Section 219 of the *Land Title Act* provides that there may be annexed to any land a condition or covenant that the lands designated in the covenant shall be used in a particular manner.

5. Witness that in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor hereby agrees to grant a covenant pursuant to Section 219 of the *Land Title Act* to the Transferee, and the parties hereby covenant and agree with each other as follows:

(a) hereafter, no vegetation shall be removed from nor buildings constructed on the northerly 30 metres of the Lands.

6. The Transferor will indemnify and save harmless the Transferee and its servants and agents against all losses, damages, costs and expenses, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.

7. No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee.

8. Any waiver by the Transferee of any term, condition, covenant or other provision of this Agreement or any waiver by the Transferor of any breach, violation or non-performance of any term, condition, covenant or other provision of this

Agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Agreement or any further or other breach, violation or non-performance of any term, condition or covenant or other provision of this Agreement.

9. The terms, conditions and other provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties to this Agreement and their respective heirs, successors and assigns.

10. In this Agreement, unless the context otherwise requires, the singular includes the plural and vice versa.

11. This Agreement will be interpreted according to the laws of the Province of British Columbia.

12. Where there is a reference to an enactment in this Agreement, the reference will include any subsequent enactment of the Province of British Columbia of like effect and all enactments referred to are enactments of the Province of British Columbia.

13. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.

14. All obligations on and benefits accruing to the persons comprised in the Transferee and the Transferor apply only in respect of such benefits or obligations which arise during the period in which such person is the registered owner of any portion of the Lands.

15. This Agreement runs with the Lands and will be registered as a charge against the title to the Lands under Section 219 of the *Land Title Act*.

16. Nothing contained or implied in this Agreement shall impair, limit, prejudice or affect the Transferee's rights and powers in the exercise of its functions pursuant to any public or private statutes or any other enactments including the Transferee's orders, policies and regulations and all such powers and rights may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Transferor.

17. 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 effect to the intent of this Agreement.

16. This Agreement will not be modified or discharged except in accordance with the provisions of Section 219 of the *Land Title Act*.