

File: 2404758

Project: 2014

G.S.T. Registration No.: R 107864738

OFFER TO PURCHASE

I/WE: STEWART DAVID ROBINSON  
(Full name of each purchaser)  
FARMER  
(Occupation)  
s.22  
(Address)  
N/A  
(Incorporation number if a company)  
465-8622  
(Telephone number)  
(G.S.T. Registration Number if applicable)

(hereinafter called the "Purchaser") HEREBY OFFER to purchase from HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Environment, Lands and Parks (herein called the "Vendor") the following land legally known and described as

Lot 15, Plan 75440, Section 9, Township 40, New Westminster District

(herein called the "Land")

for the purchase price of \$ ONE MILLION ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS Dollars (\$ 1,125,000)

(herein called the "Purchase Price") on the following terms and conditions:

1. The Purchase Price shall be paid by the Purchaser to the Vendor as follows:
  - (a) by way of a deposit of 5% of the Purchase Price, (herein called the "Deposit") in the form of a certified cheque or bank draft payable to the Minister of Finance and Corporate Relations accompanying this offer; and

File: 2404758

Project: 2014

Date: 93-04-21

Stewart David Robinson  
s.22

Dear Stewart David Robinson:

**Re: Offer to Purchase - Lot 15, Plan 75440, Section 9,  
Township 40, New Westminster District, Oliver Road,  
Coquitlam**

---

We are pleased to advise that your offer to purchase the above described parcel has been accepted by the Ministry as of March 10, 1993. The completion date will be May 13, 1993.

A copy of the Offer to Purchase agreement indicating acceptance is enclosed. Your deposit of \$56,250.00 will be held and applied towards the purchase price.

The purchase price is subject to the Goods and Services Tax (G.S.T.). If you are a G.S.T. registrant, your G.S.T. Registration Number must be provided, and you will be required to remit the G.S.T., calculated as 7% of the Purchase Price, directly to the Receiver General of Canada. If you are not a G.S.T. registrant, you must remit the G.S.T., calculated at 7% of the Purchase Price, to the Province with the balance of the funds owing upon the completion date.

.../2

The sale will be completed by way of a Crown Grant and you may wish to have your conveyancer call the writer to discuss the necessary arrangements. A Letter of Undertaking and Vendor's Statement of Adjustments should be provided by your conveyancer at the earliest opportunity.

Unless advised otherwise, the Crown Grant will be prepared as follows:

Stewart David Robinson  
Farmer  
s.22

I trust you will find these arrangements to be acceptable. If you have any questions or concerns, please do not hesitate to contact me at 660-5500.

Yours truly,

*Virginia Wild*  
Virginia Wild  
Project Assistant  
Development & Marketing

VW:bmp  
Enclosure

File: 2404758  
Project: 2014  
Date: 93-04-21

Robert Meighen  
Meighen and Sissons  
20691 Lougheed Highway Unit 9  
MAPLE RIDGE BC V2X 2P9

Dear Robert Meighen:

**Re: Sale of Lot 15, Plan 75440, Section 9, Township 40,  
New Westminster District - Oliver Road, Coquitlam**

The Ministry of Environment, Lands and Parks has recently accepted an Offer from Stewart David Robinson for the purchase of the above referenced parcel. A copy of the Offer to Purchase agreement is enclosed for your information. The completion date will be May 13, 1993.

We understand that you will be acting on behalf of the purchaser and we would appreciate you providing us with a Letter of Undertaking and Vendor's Statement of Adjustments at your earliest opportunity. In addition, we will require the purchaser's full name(s), address, occupation and form of tenancy for preparation of the Crown Grant. We also require the name and telephone number of an agent in Victoria acting on your behalf to pick up the completed Crown Grant.

The purchase price is subject to the Goods and Services Tax (G.S.T.). If the purchaser is a G.S.T. registrant, the G.S.T. Registration Number must be provided, and the purchaser will be required to remit the G.S.T., calculated as 7% of the Purchase Price, directly to the Receiver General of Canada. If the purchaser is not a G.S.T. registrant, the purchaser will be required to remit the G.S.T., calculated at 7% of the Purchase Price, to the Vendor with the balance of the Purchase Price owing upon the completion date. The Statement of Adjustments should reflect the 7% G.S.T. and balance of funds.

Please note that the net proceeds are to be payable to the Ministry of Finance and Corporate Relations and forwarded to this office, attention of the undersigned.

.../2



- 2 -

For your information, we will prepare a Crown Grant in registrable form.

I trust the foregoing to be satisfactory, however, if you have any questions or concerns, please do not hesitate to contact me at 660-5500.

Yours truly,



Virginia Wild  
Project Assistant  
Development and Marketing

VW:bmp

File: 2404758

Project: 2014

G.S.T. Registration No. 1 R 107864738

**OFFER TO PURCHASE**

I/WE: STEWART DAVID ROBINSON  
 (Full name of each purchaser)  
FARMER  
 (Occupation)  
 s.22  
(Address)  
N/A  
 (Incorporation number if a company)  
465-8622  
 (Telephone number)  
(G.S.T. Registration Number if applicable)

(hereinafter called the "Purchaser") HEREBY OFFER to purchase from HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Environment, Lands and Parks (herein called the "Vendor") the following land legally known and described as

Lot 15, Plan 75440, Section 9, Township 40, New Westminster District

(herein called the "Land")

for the purchase price of \$ ONE MILLION ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS Dollars (\$ 1,125,000)

(herein called the "Purchase Price") on the following terms and conditions:

1. The Purchase Price shall be paid by the Purchaser to the Vendor as follows:
  - (a) by way of a deposit of 5% of the Purchase Price, (herein called the "Deposit") in the form of a certified cheque or bank draft payable to the Minister of Finance and Corporate Relations accompanying this offer; and



## OFFER TO PURCHASE

- 2 -

- (b) the balance of the Purchase Price shall be paid to the Vendor on the 60th day following the date of acceptance of this offer (herein called the "Completion Date").
2. The Purchase Price is subject to the Goods and Services Tax (herein called the "G.S.T.") under the Excise Tax Act (Canada), and accordingly,
- (a) if the Purchaser is a G.S.T. registrant, the Purchaser will remit the G.S.T., calculated as 7% of the Purchase Price, directly to the Receiver General (Canada) in accordance with the provisions of the Excise Tax Act (Canada); or
- (b) if the Purchaser is not a G.S.T. registrant, the Purchaser will remit the G.S.T., calculated as 7% of the Purchase Price, to the Vendor with the balance of the Purchase Price owing upon the Completion Date and in accordance with the provisions of the Excise Tax Act (Canada).
3. The sale of the Land to the Purchaser shall be completed, vacant possession yielded and all adjustments as to taxes and other matters shall be made as of the Completion Date.
4. The Vendor shall convey the Land to the Purchaser by way of a Crown Grant free and clear of all liens, charges and encumbrances save and except:
- (a) any subsisting exceptions or reservations contained in the original grant of the Land from the Crown;
- (b) the exceptions and reservations of rights, titles, privileges and interests set out in Section 47 (1) of the Land Act, R.S.B.C. 1979, C.214 and amendments thereto, and
- (c) any encumbrances listed in Schedule "A" attached hereto, if any, but free and clear of all other encumbrances (herein called the Permitted Encumbrances).
5. The Vendor shall, no later than 2 days prior to the Completion Date, deliver a Crown Grant of the Land in favour of the Purchaser to the Purchaser's solicitor in trust.
6. The Purchaser shall, no later than 2 days prior to Completion Date, deposit the balance of the Purchase Price to the Purchaser's solicitor in trust.

**OFFER TO PURCHASE****- 3 -**

7. On the Completion Date, the Purchaser shall cause its solicitor:
- (a) to make application at the Land Title Office to register the Crown Grant of the Land;
  - (b) to deliver the balance of the Purchase Price to the Vendor; and
  - (c) to remit the G.S.T. to the Receiver General (Canada) or the Vendor, as the case may be.
8. The Purchase Price and the G.S.T., if remitted to the Vendor, shall be paid by way of a certified cheque or bank draft drawn in favour of the Minister of Finance and Corporate Relations.
9. The Purchaser acknowledges that the Vendor has not warranted and does not hereby warrant the condition or suitability of the Land.
10. The Purchaser warrants and represents that:
- (a) it has attended at and made a preliminary examination of the Land;
  - (b) it has read and fully understands the terms and conditions of the Offer to Purchase.
11. The Purchaser submits this offer on the understanding that the Vendor will return the Deposit to the Purchaser forthwith in the event that this offer is not accepted by the Vendor.
12. The Purchaser acknowledges that the Vendor shall be entitled to retain the Deposit as a genuine pre-estimate of liquidated damages in the event that this offer is accepted and the Purchaser fails to complete the purchase of the Land on the Completion Date.
13. If the Purchaser is comprised of more than one person, then the covenants and warranties of the Purchaser herein are joint and several.
14. Time shall be of the essence hereof.
15. Tender of documents or money may be made on either party or their respective solicitors.

35

FROM : PITT MEADOWS FLEET.

MAR. 8.1993

5:18 PM

P.1/99

03-01-1993 4:30

6046605538

P.04

**OFFER TO PURCHASE****- 4 -**

16. This offer shall be irrevocable and open for acceptance by the Vendor until 4:00 pm on the 10th day of MARCH , 1993.
17. Where the singular or neuter is used in this offer, it shall be construed as the plural or masculine or feminine, as the case may be, and vice versa where the context or parties so require.
18. THIS OFFER IS SUBJECT TO CLAUSE 3 ABOVE "ADJUSTMENTS AS TO TAXES" BEING MADE ON THE BASIS OF AN AGRICULTURAL RATHER THAN RESIDENTIAL ASSESSMENT.
19. THIS OFFER IS SUBJECT TO THE PURCHASER OBTAINING FINANCING ACCEPTABLE TO THE PURCHASER.

FROM : PITT MEADOWS PLBG.

03-01-1993 14:31

6046605538

MAR. 6. 1993

5:19 PM

P.06

P. 2/99

## OFFER TO PURCHASE

- 5 -

IN WITNESS WHEREOF the Purchaser has executed this offer on  
the FIFTH day of MARCH, 1993.

CORPORATION

SIGNED on behalf of

by a duly authorized signatory  
in the presence of:

Duly Authorized Signatory of

INDIVIDUAL

SIGNED by

Stewart Robinson  
(full name)

s.22

S.D. Robinson  
(Signature of Purchaser)

Witness

SECOND INDIVIDUAL

Signed by

\_\_\_\_\_  
(full name)

in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Purchaser)

COMPLETE THE "SECOND INDIVIDUAL" BLOCK ONLY  
IF MORE THAN ONE PERSON IS MAKING THE OFFER

FROM : PITT MEADOWS PLBG.

03-01-1993 14:31

6046605538

MAR. 1. 1993

5:19 PM

P.07

P.3/99

## OFFER TO PURCHASE

- 6 -

CONVEYANCE

If this offer is accepted, the  
Solicitor or Notary Public who  
will act for me is:

ROBERT MEIGHENNAMEMEIGHEN and SIBBONS

FIRM UNIT #9, 20691 Lougheed Hwy  
11910A - 207th ST. MAPLE RIDGE

ADDRESSV2X 2P9.465-4846TELEPHONEACCEPTANCE

The Vendor hereby accepts the offer and its terms and  
acknowledges that it is accompanied by a deposit of  
(6 50,250).

IN WITNESS WHEREOF the Vendor by its duly authorised  
representative, has executed its acceptance of this offer on  
the 10th day of MARCH, 1993.

Alan F. Colombo  
(Signature of Witness)

ALAN F. COLOMBO  
(Name of Witness)

[Signature]  
Duly Authorized  
Representative of the  
Minister of Environment,  
Lands and Parks

FROM : PITT MEADOWS PLBG.  
03-01-1993 17:02

MAR. 8. 1993 5:19 PM P.08  
P 4/99

**OFFER TO PURCHASE**

**- 7 -**

**SCHEDULE "A"**

**ENCUMBRANCES**

1. BC Hydro and Power Authority - Statutory Right-of-Way.
2. Dyking and Drainage Charges.
3. Ministry of Environment, Lands and Parks - Restrictive Covenant "Farm Use Only" (to be registered at the time of title transfer).



FROM : PITT MEADOWS PLBG.

MAR. 8. 1993

5:20 PM

P. 5/99  
P. 00

## APPENDIX "2"

## FARM USE ONLY COVENANT

THIS AGREEMENT made the 4th day of MARCH, 1993 .

BETWEEN: STEWART DAVID ROBINSON OR NOMINEE

s.22

(herein called the "Covenantor")

## OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister of  
Environment, Lands and Parks,  
Parliament Buildings,  
Victoria, British Columbia, V8V 1X4

(herein called the "Covenantee")

## OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The Covenantor is the registered owner in fee-simple of the Land as hereinafter defined;
- B. The Covenantor has agreed to enter into a covenant with the Covenantee, pursuant to Section 215 of the Land Title Act concerning the use of the Land.

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Covenantee to the Covenantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Covenantee, the parties agree as follows:

FROM : PITT MEADOWS PLBG.

03-01-1993 14:33

6046605538

MAR. 8, 1993 5:20 PM

P. 6/99  
P.10

- 2 -

**ARTICLE I****DEFINITIONS****1.1 In this agreement**

"Farm Use" has the same meaning as the Agricultural Land Commission Act and Regulations thereto, but for the purpose of this agreement, does not include golf, pitch and putt courses or driving ranges or any activities or matters incidental thereto; and

"Land" means

Lot 15, Plan 75440, Section 9, Township 40, New Westminster District

**ARTICLE II****COVENANTOR'S COVENANTS**

**2.01** The Covenantor shall not use or permit the use of the Land for any purpose other than Farm Use.

**2.02** The Covenantor further covenants and agrees with the Covenantee to indemnify and save the Covenantee harmless from all loss, damage, costs and liabilities, including fees to solicitors and other professional advisors, arising out of any breach, violation or non-performance of any covenant or agreement hereunder.

**ARTICLE III****MISCELLANEOUS**

**3.01** No term, condition, covenant or other provision herein shall be considered to have been waived by the Covenantee unless such waiver is expressed in writing by the Covenantee and the waiver by the Covenantee of any such breach shall not be construed as or constitute a waiver of any further or other breach of the same.

**3.02** The terms and provisions of this agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.



FROM : PITT MEADOWS PLBG.

MAR. 2, 1993

5:21 PM

P. 7/99

FROM : PITT MEADOWS PLBG.  
03-01-11 14134 6046605538

MAR. 5, 1993

5:09 PM

P. 7/7  
P.10

- 3 -

- 3.03 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- 3.04 This agreement shall be interpreted according to the laws of the Province of British Columbia.
- 3.05 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.
- 3.06 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, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 3.07 This agreement and all the covenants and agreements herein shall be registered as a charge against the land pursuant to Section 215 of the Land Title Act.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

SIGNED by the Ministry of Environment,  
Lands and Parks or his duly authorized  
representative on behalf of Her Majesty  
the Queen in Right of the Province of  
British Columbia in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED by an authorized signatory of

## ADDENDUM

RE: OFFER TO PURCHASE LOT 15 SECTION 9 TOWNSHIP 40, PLAN 7544

Further to your letter to Stewart Robinson, dated 93-03-11 and subsequent telephone conversation with Mr. Robin Robinson, this is to confirm that the parties agree to the following variation to the Offer to Purchase.

1. The Purchaser shall forthwith pay to the Vendor a \$5,000.00 non-refundable deposit.

2. The subject to financing clause contained in paragraph 19 of the Offer to Purchase must be removed on or before the 15th day of April, 1993. This clause is for the sole benefit of the Purchaser and may be waived by the Purchaser.

3. Upon the removal or waiver of the aforesaid subject clause, the Purchaser shall forthwith pay to the Vendor a further sum of \$51,250.00 non-refundable deposit.

4. The balance of the Purchase Price shall be paid to the Vendor no later than the 15th day of May, 1993.

SAVE AND EXCEPT AS VARIED HEREBY, ALL OTHER TERMS OF THE OFFER TO PURCHASE REMAIN IN EFFECT.

DATED THIS Twelfth DAY OF MARCH, 1993.

WITNESS:  
s.22

  
\_\_\_\_\_  
VENDOR

  
\_\_\_\_\_  
PURCHASER

File: 2404758

Project: 2014

Date: 93-04-28

Alan Thompson  
Vernon and Thompson  
22311 119 Ave  
MAPLE RIDGE BC V2X 2Z2

Dear Alan Thompson:

**Re: Sale of Lot 15, Plan 75440, Section 9, Township 40,  
New Westminster District - Oliver Road, Coquitlam**

The Ministry of Environment, Lands and Parks has recently accepted an Offer from Stewart David Robinson for the purchase of the above referenced parcel. A copy of the Offer to Purchase agreement is enclosed for your information. The completion date will be May 13, 1993.

We understand that you will be acting on behalf of the purchaser and we would appreciate you providing us with a Letter of Undertaking and Vendor's Statement of Adjustments at your earliest opportunity. In addition, we will require the purchaser's full name(s), address, occupation and form of tenancy for preparation of the Crown Grant. We also require the name and telephone number of an agent in Victoria acting on your behalf to pick up the completed Crown Grant.

The purchase price is subject to the Goods and Services Tax (G.S.T.). If the purchaser is a G.S.T. registrant, the G.S.T. Registration Number must be provided, and the purchaser will be required to remit the G.S.T., calculated as 7% of the Purchase Price, directly to the Receiver General of Canada. If the purchaser is not a G.S.T. registrant, the purchaser will be required to remit the G.S.T., calculated at 7% of the Purchase Price, to the Vendor with the balance of the Purchase Price owing upon the completion date. The Statement of Adjustments should reflect the 7% G.S.T. and balance of funds.

Please note that the net proceeds are to be payable to the Ministry of Finance and Corporate Relations and forwarded to this office, attention of the undersigned.

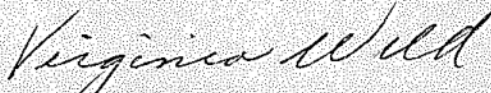
.../2



For your information, we will prepare a Crown Grant in registrable form. The Crown Grant is subject to a Section 215 Restrictive Covenant - Farm Use only, under the Land Title Act. The Covenant documents and Land Title Forms C and D have been executed by the Ministry and these documents will have to be executed by your client. These documents will be forwarded to you for registration along with the completed Crown Grant.

I trust the foregoing to be satisfactory, however, if you have any questions or concerns, please do not hesitate to contact me at 660-5500.

Yours truly,



Virginia Wild  
Project Assistant  
Development and Marketing

VW:bmp



# MEMORANDUM

To: Louise Childs  
Crown Grants Section  
Surveyor General Branch  
3400 Davidson Avenue  
VICTORIA BC V8V 1X4

Date: 93-04-28

File: 2404758 ✓

Project No. 014  
Contact: Virginia Wild  
Alan F. Colombo

SUBJECT: Crown Grant

LEGAL DESCRIPTION: Lot 15 except: part on Plan LMP 5848,  
Section 9, Township 40, New  
Westminster District, Plan 75440

FILE: 2404758

PURCHASER(S) /NAME, ROBINSON BROS. HOLDINGS INC.  
Incorporation # 0375999  
ADDRESS/OCCUPATION, C-201-20651-56th Avenue  
LANGLEY, British Columbia, V3A 3Y9

SOLICITOR Alan Thompson  
NAME/ADDRESS: Vernon and Thompson  
22311 119th Avenue  
Maple Ridge, B.C.  
V2X 2Z2 Phone 463-6281

COMPLETION DATE: May 13, 1993

CROWN GRANT TO  
SOLICITOR BY: May 11, 1993

SELLING PRICE: \$1,125,000.00

DEPOSIT: 56,250.00

G.S.T. PAYABLE: 78,750.00  
Reg.# 131016701

BALANCE DUE: \$1,068,750.00

.../2

ENCUMBRANCES:

1. Statutory Right-of-Way - 295811C,  
B.C. Hydro and Power Authority
2. Registered dyking and drainage charges,  
District of Coquitlam
3. Ministry of Environment, Lands and Parks Restrictive  
Covenant "Farm Use Only" to be registered at the time of  
title transfer
4. Statutory Right-of-Way - BE91161  
B.C. Gas

REGION:	Lower Mainland
L.T.O.:	New Westminster
ASSESSMENT:	Coquitlam
REGIONAL DISTRICT:	Greater Vancouver Regional District
TYPE:	Land Sale
WITHIN:	A.L.R.
HECTARES:	73.77

Contact for pick-up of completed Crown Grant is:

~~Dan Foss Courier - 298-3278~~

*FRANK RUDLER - 527-2244*

INFORMATION ATTACHED:

- 1) Offer to Purchase
- 2) Status Clearance
- 3) Survey Plan
- 4) State of Title Certificate
- 5) Restrictive Covenant - Farm Use,  
Forms C & D (in triplicate) - (signed by Ministry)

Virginia Wild  
Project Assistant  
Development and Marketing

VW:bmp  
Attachments



LAND TITLE ACT  
FORM C

(Section 219.81)

Province of  
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 5 pages

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

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID) NO PID NUMBER (LEGAL DESCRIPTION) Lot 15, except: part on Plan LMP 5848, Section 9, Township 40, New Westminster District, Plan 75440

3. NATURE OF INTEREST:

Restrictive Covenant  
Section 215

DOCUMENT REFERENCE  
(page and paragraph)

Page 4  
Paragraph 2.01, 2.02

PERSON ENTITLED TO INTEREST

Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms  
(b) Express Charge Terms  
(c) Release

☐  
☒  
☐

D.F. No.  
Annexed as Part 2  
There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):

ROBINSON BROS. HOLDINGS INC., INCORPORATION NO. 0375999  
14220 Hale Road, Pitt Meadows, British Columbia  
V3Y 1Z1

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

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
REPRESENTED BY THE MINISTER OF ENVIRONMENT, LANDS AND PARKS,  
PARLIAMENT BUILDINGS, VICTORIA, BRITISH COLUMBIA V8V 1X5

7. ADDITIONAL OR MODIFIED TERMS:

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)

*Virginia Wild*

Execution Date

Y	M	D
93	04	28

Party(ies) Signature(s)

*D. van der Horst*

VIRGINIA WILD  
PROJECT ASSISTANT  
A Commissioner for taking Affidavits in British Columbia  
#401 - 4603 Kingsway  
Burnaby, B.C.

D. van der Horst  
Duly Authorized Representative  
of Her Majesty the Queen in  
Right of the Province of  
British Columbia

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. 1979, c. 116, 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.

If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

LAND TITLE ACT  
FORM D

EXECUTIVES CONTINUED

PAGE 2 of 5 pages

**Officer Signature(s)**

Execution Date

Transferor/Borrower/Party  
Signature(s)

ROBINSON BROS. HOLDINGS INC.

## OFFICER CERTIFICATION:

**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. 1979, c. 116, 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.



Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks

## Restrictive Covenant

File No. 2404758

THIS AGREEMENT made the 04 day of 03, 19 93

BETWEEN:

Robinson Bros. Holdings Inc.  
Incorporation No. 0375999 s.22

(herein called the "Covenantor")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Environment, Lands and Parks,  
Parliament Buildings, Victoria, British Columbia V8V 1X5

(herein called the "Covenantee")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The Covenantor is the registered owner in fee simple of the Land, as hereinafter defined;
- B. The Covenantor has agreed to enter into a covenant with the Covenantee pursuant to section 215 of the *Land Title Act* concerning the use of the Land.

NOW THEREFORE in consideration of the sum of \$1.00 of lawful money of Canada now paid by the Covenantee to the Covenantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Covenantor, the parties agree as follows:

### Article I - Definitions

(1.01) In this agreement:

"Farm Use" has the same meaning as in the *Agricultural Land Commission Act* and Regulations thereto, but for the purposes of this agreement, *does not* include golf, pitch and putt courses or driving ranges or any activities or matters incidental thereto.

"Land" means Lot 15, except: part on Plan LMP 5848, Section 9, Township 40, New Westminster District, Plan 75440

Restrictive Covenant

File No.

## Article II - Definitions

- (2.01) The Covenantor shall not use or permit the use of the Land for any purpose other than Farm Use.
- (2.02) The Covenantor further covenants and agrees with the Covenantee to indemnify and save the Covenantee harmless from all loss, damage, costs and liabilities, including fees to solicitors and other professional advisors, arising out of any breach, violation or non-performance of any covenant or agreement hereunder.

## Article III - Miscellaneous

- (3.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Covenantee unless such waiver is expressed in writing by the Covenantee and the waiver by the Covenantee of any such breach shall not be construed as or constitute a waiver of any further or other breach of the same.
- (3.02) The terms and provisions of this agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (3.03) In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- (3.04) This agreement shall be interpreted according to the laws of the Province of British Columbia.
- (3.05) Where there is a reference to an enactment of the Province of British Columbia in the 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.
- (3.06) 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, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- (3.07) This agreement and all the covenants and agreements herein shall be registered as a charge against the Land pursuant to section 215 of the *Land Title Act*.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

SIGNED on behalf of Her Majesty  
the Queen in Right of the Prov-  
ince of British Columbia by the  
Minister of Environment, Lands  
and Parks or his duly authorized  
signatory in the presence of:

Virginia Wild  
VIRGINIA WILD  
PROJECT ASSISTANT  
A Commissioner for taking Affidavits in British Columbia

4401-4603 Kingsway  
Burnaby, B.C.  
V5H 4M4  
Telephone: 660-5500

D. VAN DER HORST

Authorized Signatory

Restrictive Covenant

File No.

SIGNED on behalf of )  
 Robinson Bros. Holdings Inc. )  
 by a duly authorized signatory )  
 in the presence of: )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

Authorized Signatory

END OF DOCUMENT



Robin  
Robinson

DATE:

465-8025  
Apr 28/93

TO:

ALAN THOMPSON, ~~MR~~

OFFICE:

VERNON AND THOMPSON, ATTN: JAMICE

FAX #:

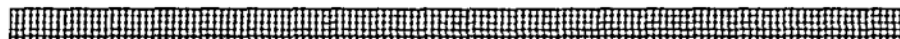
463-7497

PHONE:

NUMBER OF PAGES:

3

(INCLUDING THIS PAGE)



FROM:

VIRGINIA WILD

at: MINISTRY OF ENVIRONMENT, LANDS AND  
SUITE #401, 4603 KINGSWAY  
BURNABY, BRITISH COLUMBIA  
V5H 4M4



Province of British Columbia  
Ministry of Environment, Lands and Parks  
Lower Mainland Region

Virginia Wild  
Project Assistant

Ste. 401, 4603 Kingsway, Burnaby, British Columbia V5H 4M4  
Phone: (604) 660-5500 Fax: (604) 660-5538

Recycled Paper

FAX #:

660-5538

PHONE #:

660-5500

MESSAGE:

RE: SALE TO Robinson -

1) ATTACHED IS A FAX COPY OF MINISTRY'S  
ACCEPTANCE LETTER AND INSTRUCTIONS  
RE THE ABOVE SALE.

2) IN ADDITION TO THE ITEMS REQUESTED IN  
THE ATT. LETTER, PLEASE PROVIDE A LETTER  
CONFIRMING THAT TITLE IS TO BE IN THE NAME  
OF THE "ROBINSON BROS. HOLDING INC." AS OPPOSED  
TO THE INDIVIDUAL ON THE OFFER TO PURCHASE.

ANY QUESTIONS, PLEASE CALL.

Virginia

\*\*\* IF YOU DO NOT RECEIVE ALL PAGES PLEASE CALL



Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks  
LANDS OPERATIONS

Lower Mainland Region  
Suite 401, 4603 Kingsway  
Burnaby  
British Columbia  
V5H 4M4  
Telephone: (604) 660-5500  
Fax: (604) 660-5538

File: 2404758

Project: 2014

Date: 93-04-28

Alan Thompson  
Vernon and Thompson  
22311 119 Ave  
MAPLE RIDGE BC V2X 2Z2

Dear Alan Thompson:

**Re: Sale of Lot 15, Plan 75440, Section 9, Township 40,  
New Westminster District - Oliver Road, Coquitlam**

The Ministry of Environment, Lands and Parks has recently accepted an Offer from Stewart David Robinson for the purchase of the above referenced parcel. A copy of the Offer to Purchase agreement is enclosed for your information. The completion date will be May 13, 1993.

We understand that you will be acting on behalf of the purchaser and we would appreciate you providing us with a Letter of Undertaking and Vendor's Statement of Adjustments at your earliest opportunity. In addition, we will require the purchaser's full name(s), address, occupation and form of tenancy for preparation of the Crown Grant. We also require the name and telephone number of an agent in Victoria acting on your behalf to pick up the completed Crown Grant. (*Rec'd*)

The purchase price is subject to the Goods and Services Tax (G.S.T.). If the purchaser is a G.S.T. registrant, the G.S.T. Registration Number must be provided, and the purchaser will be required to remit the G.S.T., calculated as 7% of the Purchase Price, directly to the Receiver General of Canada. If the purchaser is not a G.S.T. registrant, the purchaser will be required to remit the G.S.T., calculated at 7% of the Purchase Price, to the Vendor with the balance of the Purchase Price owing upon the completion date. The Statement of Adjustments should reflect the 7% G.S.T. and balance of funds.

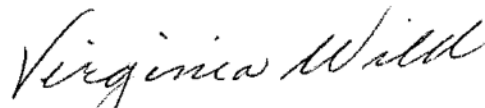
Please note that the net proceeds are to be payable to the Ministry of Finance and Corporate Relations and forwarded to this office, attention of the undersigned.

.../2

For your information, we will prepare a Crown Grant in registrable form. The Crown Grant is subject to a Section 215 Restrictive Covenant - Farm Use only, under the Land Title Act. The Covenant documents and Land Title Forms C and D have been executed by the Ministry and these documents will have to be executed by your client. These documents will be forwarded to you for registration along with the completed Crown Grant.

I trust the foregoing to be satisfactory, however, if you have any questions or concerns, please do not hesitate to contact me at 660-5500.

Yours truly,

A handwritten signature in cursive script that reads "Virginia Wild".

Virginia Wild  
Project Assistant  
Development and Marketing

VW:bmp



## VERNON &amp; THOMPSON

BARRISTERS &amp; SOLICITORS

NOTARIES PUBLIC

F. DAVID S. VERNON, O.C. (RETIRED)  
ALAN C. THOMPSON  
LAURENCE ANDERSON  
BRIAN R. MARSHALL  
THOMAS E. DINSLEY  
LORRA SHOOK  
BERTRAM R. WEBB

22311 - 119th AVENUE  
MAPLE RIDGE, B.C. CANADA  
V2X 2Z2  
TELEPHONE (604) 463-6281  
FACSIMILE (604) 463-7497

Alan C. Thompson

2A2239

April 29 1993

VIA TELECOPIER: 660-5538

Ministry of Environment, Lands and Parks  
Suite #401, 4608 Kingsway  
Burnaby, B.C.  
V5H 4M4

Attention: Virginia Wild

Dear Sir/Madams:

Re: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF FOREST AND LANDS (the "Vendor") Sale of Lot 15 Plan 75440 - Oliver Road,  
Coquitlam, B.C., (the "Property") to ROBINSON BROS. HOLDINGS INC. (the "Purchaser")

Further to your letter dated April 28, 1993, we confirm that we are acting for the Purchaser in connection with the purchase of the captioned Property.

We confirm that the Offer to Purchase has been assigned and that the name on title should read as follows:

Robinson Bros. Holdings Inc., (Incorporation #375999), of  
s.22

We enclose for execution an original and one copy of the Vendors' Statement of Adjustments. For your convenience, we also enclose a copy of the search of title and company search, which we believe to be correct; however, we do not warrant the accuracy or completeness of these enclosures.

Provided you find these documents to be in order, please have the same executed in the usual manner and return one copy to us.

We confirm that the Crown Grant and Section 215 Restrictive Covenant will be provided to our office as soon as the same are executed by the Ministry. Kindly instruct the Ministry to deliver the documents to us via our agent, Fraser Rudelie Title Search Ltd. Their phone number in Victoria is 681-1835.

We confirm that the Purchaser is a GST registrant, and as such, they are required to complete a GST Form 60 and will remit the applicable GST, if any, directly to Revenue Canada, at the time of their normal reporting period. For your information, their GST number is 181016701.


We undertake to you as follows:

- (a) , will make no use of the Crown Grant until we have in our trust account all moneys required to be paid by the Purchaser to complete this transaction.
- (b) Upon acceptance of the Crown Grant for registration in the Land Title Office and our receipt of a satisfactory post-registration index search, we will forthwith pay the "Balance due Vendor" and otherwise disburse the sale proceeds, in accordance with the Vendor's Statement of Adjustments.
- (c) If we are unable to complete this transaction for any reason, we will either hold the unregistered Crown Grant in trust and return it to you on demand or (if it has been tendered for registration) apply to withdraw the Crown Grant and upon receiving it back from the Land Title Office, return it to you on demand.

This transaction is set to close on May 13, 1993, or sooner and accordingly, we request that you deliver the executed documents to our office as soon as possible and in any event no later than 4.00 p.m. on the business day prior to closing. Please advise us immediately if you are unable to return the executed documents to us by that time.

If you have any questions or if we can be of any assistance, please do not hesitate to contact me or my legal assistant Janice Bolton.

Yours truly,  
VERNON & THOMPSON

Per:   
Alan C. Thompson

/jb  
Encs.



DATE:

May 3/93

TO:

ALAN. THOMPSON

OFFICE:

VERNON + THOMPSON

FAX #:

463-7497

PHONE:

NUMBER OF PAGES:

3

(INCLUDING THIS PAGE)



FROM:

Virginia Wild

at:

MINISTRY OF ENVIRONMENT, LANDS AND  
SUITE #401, 4603 KINGSWAY  
BURNABY, BRITISH COLUMBIA  
V5H 4M4



Province of British Columbia  
Ministry of Environment, Lands and Parks  
Lower Mainland Region

Virginia Wild  
Project Assistant

Suite 401, 4603 Kingsway, Burnaby, British Columbia V5H 4M4  
Phone: (604) 660-5500 Fax: (604) 660-5538

Recycled Paper

FAX #:

660-5538

PHONE #:

660-5500

MESSAGE:

RE: STATEMENT OF Adjustments -  
ROBINSON BROS. Holdings INC.

Duly executed by Ministry.

Virginia Wild

\*\*\* IF YOU DO NOT RECEIVE ALL PAGES PLEASE CALL

**VERNON & THOMPSON**  
Barristers & Solicitors  
22311 - 119th Avenue, Maple Ridge, B.C. V2X 2Z2  
468-6281

Our File No.: 2A2239  
Civic: Lot 15 Plan 75440 - Oliver Road, Coquitlam, B.C.  
Legal Description: PID: 008-546-614 Lot 15 Except: Part on Plan LMP5848; Sec 9 Tp  
40 NWD Plan 75440  
Completion Date: May 13, 1993, or sooner  
Adjustment Date: May 13, 1993, or sooner  
Possession Date: May 13, 1993, or sooner

Purchaser: ROBINSON BROS. HOLDINGS INC.  
Vendor: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA MINISTRY OF FOREST AND LANDS, AND PARKS,  
ENVIRONMENT,

**VENDOR'S STATEMENT OF ADJUSTMENTS**

	DEBIT	CREDIT
Sale Price		\$1,125,000.00
Gross GST on Sale Price of \$78,750.00. Applicable GST, if any, to be remitted to Revenue Canada by Purchaser. Purchaser's GST No. 131016701. Purchaser to submit GST Form 60 to Revenue Canada		
X No Adjustment of Property Taxes required		
Deposit paid by Purchasers to Vendor	\$56,250.00	
BALANCE due and payable to Ministry of Finance and Corporate Relations	1,068,750.00	
TOTALS	\$1,125,000.00	\$1,125,000.00

*COURIERED*

Unless otherwise indicated below, the balance due to Vendor will be forwarded by Vernon & Thompson to:

Ministry of Environment, Lands and Parks  
Suite #401, 4603 Kingsway  
Burnaby, B.C.  
V5H 4M4

*ATTENTION: Virginia Wild*

or  
[ ] picked up by the Vendor, or the Vendor's agent \_\_\_\_\_

or *COURIERED*  
[X] mailed to the Vendor at 401-4603 Kingsway, Burnaby B.C.

**NOTES TO STATEMENT FOR VENDOR**

These notes are not a counter offer by the Purchaser but, to the extent they are approved by the Vendor, are intended by the parties to clarify various matters in connection with this transaction.

1. The Vendor authorizes the firm of VERNON & THOMPSON to disburse the sale proceeds as set out in the foregoing Statement of Adjustments. If the Vendor picks up the cheque for the Balance due to the Vendor and if there are two or more persons included as the Vendor, the Vendor authorizes VERNON & THOMPSON to release the cheque to any one of them.
2. The information contained in this Statement has been provided by various agents, mortgage holders, municipal offices, etc. and although the same is believed to be correct, its accuracy is not guaranteed by VERNON & THOMPSON. This Statement will be subject to amendment to the extent that any figures used in this Statement are changed by the persons supplying them and to correct errors or omissions.
3. If the amount of the current year's taxes or other municipal assessments are shown as "estimated", it is because the actual amount was not available at the time of preparing this statement. It will be the Vendor's responsibility to find out the actual amount of taxes and other assessments when that information is available from the Municipality or other taxing authority to determine if re-adjustment is necessary.
4. Any matter not dealt with in this statement (or adjusted but requiring re-adjustment) shall be settled by the Vendor directly with the Purchaser.
5. Each person included as a Vendor certifies to the Purchaser that he or she is now (and on the completion date will still be) resident in Canada within the meaning of Section 116(5) of the Income Tax Act.
6. The Vendor will make his own arrangements to obtain the return of any postdated cheques from, or to cancel any pre-authorized payment with, his Mortgage Lender in connection with the mortgages or agreement for sale, if any, being paid out and discharged.

THIS STATEMENT OF ADJUSTMENTS, NOTES AND ANY DOCUMENTS ATTACHED TO IT ARE  
AGREED TO AND APPROVED BY THE VENDOR this 31<sup>st</sup> day of May, 1993

  
D. VAN DER HORST

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA MINISTRY OF FOREST AND LANDS  
ENVIRONMENT, AND PARKS

# < CONFIRMATION REPORT >

05-03-1993(MON). 16:01

[ TRANSMIT ]

NO.	DATE	TIME	DESTINATION	PG.	DURATION	MODE	RESULT
13770	5-03	16:00	604 463 7497	3	0' 01' 35"	NORM.E	OK
				3	0' 01' 35"		



VW

File: 2404758

Project: 2014

Date: 93-04-28

Alan Thompson  
Vernon and Thompson  
22311 119 Ave  
MAPLE RIDGE BC V2X 2Z2

Dear Alan Thompson:

**Re: Sale of Lot 15, Plan 75440, Section 9, Township 40,  
New Westminster District - Oliver Road, Coquitlam**

The Ministry of Environment, Lands and Parks has recently accepted an Offer from Stewart David Robinson for the purchase of the above referenced parcel. A copy of the Offer to Purchase agreement is enclosed for your information. The completion date will be May 13, 1993.

We understand that you will be acting on behalf of the purchaser and we would appreciate you providing us with a Letter of Undertaking and Vendor's Statement of Adjustments at your earliest opportunity. In addition, we will require the purchaser's full name(s), address, occupation and form of tenancy for preparation of the Crown Grant. We also require the name and telephone number of an agent in Victoria acting on your behalf to pick up the completed Crown Grant.

The purchase price is subject to the Goods and Services Tax (G.S.T.). If the purchaser is a G.S.T. registrant, the G.S.T. Registration Number must be provided, and the purchaser will be required to remit the G.S.T., calculated as 7% of the Purchase Price, directly to the Receiver General of Canada. If the purchaser is not a G.S.T. registrant, the purchaser will be required to remit the G.S.T., calculated at 7% of the Purchase Price, to the Vendor with the balance of the Purchase Price owing upon the completion date. The Statement of Adjustments should reflect the 7% G.S.T. and balance of funds.

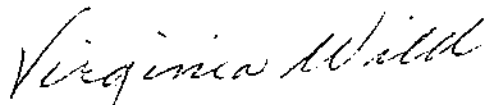
Please note that the net proceeds are to be payable to the Ministry of Finance and Corporate Relations and forwarded to this office, attention of the undersigned.

.../2

For your information, we will prepare a Crown Grant in registrable form. The Crown Grant is subject to a Section 215 Restrictive Covenant - Farm Use only, under the Land Title Act. The Covenant documents and Land Title Forms C and D have been executed by the Ministry and these documents will have to be executed by your client. These documents will be forwarded to you for registration along with the completed Crown Grant.

I trust the foregoing to be satisfactory, however, if you have any questions or concerns, please do not hesitate to contact me at 660-5500.

Yours truly,

A handwritten signature in cursive script, appearing to read "Virginia Wild".

Virginia Wild  
Project Assistant  
Development and Marketing

VW:bmp





File: 2404758

Project: 2014

Date: 93-04-21

Stewart David Robinson  
s.22

Dear Stewart David Robinson:

**Re: Offer to Purchase - Lot 15, Plan 75440, Section 9,  
Township 40, New Westminster District, Oliver Road,  
Coquitlam**

We are pleased to advise that your offer to purchase the above described parcel has been accepted by the Ministry as of March 10, 1993. The completion date will be May 13, 1993.

A copy of the Offer to Purchase agreement indicating acceptance is enclosed. Your deposit of \$56,250.00 will be held and applied towards the purchase price.

The purchase price is subject to the Goods and Services Tax (G.S.T.). If you are a G.S.T. registrant, your G.S.T. Registration Number must be provided, and you will be required to remit the G.S.T., calculated as 7% of the Purchase Price, directly to the Receiver General of Canada. If you are not a G.S.T. registrant, you must remit the G.S.T., calculated at 7% of the Purchase Price, to the Province with the balance of the funds owing upon the completion date.

.../2

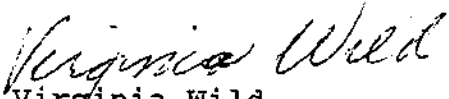
The sale will be completed by way of a Crown Grant and you may wish to have your conveyancer call the writer to discuss the necessary arrangements. A Letter of Undertaking and Vendor's Statement of Adjustments should be provided by your conveyancer at the earliest opportunity.

Unless advised otherwise, the Crown Grant will be prepared as follows:

Stewart David Robinson  
Farmer  
s.22

I trust you will find these arrangements to be acceptable. If you have any questions or concerns, please do not hesitate to contact me at 660-5500.

Yours truly,

  
Virginia Wild  
Project Assistant  
Development & Marketing

VW:bmp  
Enclosure

File: 3404758

Project: 2014

G.S.T. Registration No.: R 107864738

**OFFER TO PURCHASE**

I/WE: STEWART DAVID ROBINSON  
(Full name of each purchaser)  
FARMER  
(Occupation)  
s.22  
(Address)  
N/A  
(Incorporation number if a company)  
465-8622  
(Telephone number)  
(G.S.T. Registration Number if applicable)

(hereinafter called the "Purchaser") HEREBY OFFER to purchase from HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Environment, Lands and Parks (herein called the "Vendor") the following land legally known and described as

Lot 15, Plan 75440, Section 9, Township 40, New Westminster District

(herein called the "Land")

for the purchase price of \$ ONE MILLION ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS Dollars (\$ 1,125,000)

(herein called the "Purchase Price") on the following terms and conditions:

1. The Purchase Price shall be paid by the Purchaser to the Vendor as follows:
  - (a) by way of a deposit of 5% of the Purchase Price, (herein called the "Deposit") in the form of a certified cheque or bank draft payable to the Minister of Finance and Corporate Relations accompanying this offer; and

File: 2404758

Project: 2014

G.S.T. Registration No. 1 R 107864738

OFFER TO PURCHASE

I/WE: STEWART DAVID ROBINSON  
 (Full name of each purchaser)  
FARMER  
 (Occupation)  
 s.22  
(Address)  
N/A  
 (Incorporation number if a company)  
465-8622  
 (Telephone number)  
(G.S.T. Registration Number if applicable)

(hereinafter called the "Purchaser") HEREBY OFFER to purchase from HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Environment, Lands and Parks (herein called the "Vendor") the following land legally known and described as

*EXCEPT: PART ON PLAN LAMP 5849*  
 Lot 15, Plan 75440, Section 9, Township 40, New Westminster District

(herein called the "Land")

for the purchase price of \$ ONE MILLION ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS Dollars (\$ 1,125,000)

(herein called the "Purchase Price") on the following terms and conditions:

1. The Purchase Price shall be paid by the Purchaser to the Vendor as follows:
  - (a) by way of a deposit of 5% of the Purchase Price, (herein called the "Deposit") in the form of a certified cheque or bank draft payable to the Minister of Finance and Corporate Relations accompanying this offer; and

## OFFER TO PURCHASE

- 2 -

- (b) the balance of the Purchase Price shall be paid to the Vendor on the 60th day following the date of acceptance of this offer (herein called the "Completion Date").
2. The Purchase Price is subject to the Goods and Services Tax (herein called the "G.S.T.") under the Excise Tax Act (Canada), and accordingly,
- (a) if the Purchaser is a G.S.T. registrant, the Purchaser will remit the G.S.T., calculated as 7% of the Purchase Price, directly to the Receiver General (Canada) in accordance with the provisions of the Excise Tax Act (Canada); or
- (b) if the Purchaser is not a G.S.T. registrant, the Purchaser will remit the G.S.T., calculated as 7% of the Purchase Price, to the Vendor with the balance of the Purchase Price owing upon the Completion Date and in accordance with the provisions of the Excise Tax Act (Canada).
3. The sale of the Land to the Purchaser shall be completed, vacant possession yielded and all adjustments as to taxes and other matters shall be made as of the Completion Date.
4. The Vendor shall convey the Land to the Purchaser by way of a Crown Grant free and clear of all liens, charges and encumbrances save and except:
- (a) any subsisting exceptions or reservations contained in the original grant of the Land from the Crown;
- (b) the exceptions and reservations of rights, titles, privileges and interests set out in Section 47 (1) of the Land Act, R.S.B.C. 1979, C.214 and amendments thereto, and
- (c) any encumbrances listed in Schedule "A" attached hereto, if any, but free and clear of all other encumbrances (herein called the Permitted Encumbrances).
5. The Vendor shall, no later than 2 days prior to the Completion Date, deliver a Crown Grant of the Land in favour of the Purchaser to the Purchaser's solicitor in trust.
6. The Purchaser shall, no later than 2 days prior to Completion Date, deposit the balance of the Purchase Price with its solicitor in trust.

## OFFER TO PURCHASE

- 3 -

7. On the Completion Date, the Purchaser shall cause its solicitor:
  - (a) to make application at the Land Title Office to register the Crown Grant of the Land;
  - (b) to deliver the balance of the Purchase Price to the Vendor; and
  - (c) to remit the G.S.T. to the Receiver General (Canada) or the Vendor, as the case may be.
8. The Purchase Price and the G.S.T., if remitted to the Vendor, shall be paid by way of a certified cheque or bank draft drawn in favour of the Minister of Finance and Corporate Relations.
9. The Purchaser acknowledges that the Vendor has not warranted and does not hereby warrant the condition or suitability of the Land.
10. The Purchaser warrants and represents that:
  - (a) it has attended at and made a preliminary examination of the Land;
  - (b) it has read and fully understands the terms and conditions of the Offer to Purchase.
11. The Purchaser submits this offer on the understanding that the Vendor will return the Deposit to the Purchaser forthwith in the event that this offer is not accepted by the Vendor.
12. The Purchaser acknowledges that the Vendor shall be entitled to retain the Deposit as a genuine pre-estimate of liquidated damages in the event that this offer is accepted and the Purchaser fails to complete the purchase of the Land on the Completion Date.
13. If the Purchaser is comprised of more than one person, then the covenants and warranties of the Purchaser herein are joint and several.
14. Time shall be of the essence hereof.
15. Tender of documents or money may be made on either party or their respective solicitors.

FROM : PITT MEADOWS FLBG.

03-01-1993 14:30

6046605538

MAR. 8. 1993

5:18 PM

P. 1/99

P.04

**OFFER TO PURCHASE****- 4 -**

16. This offer shall be irrevocable and open for acceptance by the Vendor until 4:00 pm on the 10th day of MARCH, 1993.
17. Where the singular or neuter is used in this offer, it shall be construed as the plural or masculine or feminine, as the case may be, and vice versa where the context or parties so require.
18. THIS OFFER IS SUBJECT TO CLAUSE 3 ABOVE "ADJUSTMENTS AS TO TAXES" BEING MADE ON THE BASIS OF AN AGRICULTURAL RATHER THAN RESIDENTIAL ASSESSMENT.
19. THIS OFFER IS SUBJECT TO THE PURCHASER OBTAINING FINANCING ACCEPTABLE TO THE PURCHASER.

FROM : PITT MEADOWS PLBG.

03-01-1993 14:31

6046605538

MAR 3. 1993 5:19 PM

P.06

P. 2/99

OFFER TO PURCHASE

- 5 -

IN WITNESS WHEREOF the Purchaser has executed this offer on  
the FIFTH day of MARCH, 1993.

CORPORATION

SIGNED on behalf of

by a duly authorized signatory  
in the presence of:

Duly Authorized Signatory of

INDIVIDUAL

SIGNED by

Stewart Robinson

(full name)

in the presence of:

s.22

S.D. Robinson  
(Signature of Purchaser)

WITNESS

SECOND INDIVIDUAL

Signed by

(full name)

in the presence of:

(Signature of Purchaser)

(Witness)

COMPLETE THE "SECOND INDIVIDUAL" BLOCK ONLY  
IF MORE THAN ONE PERSON IS MAKING THE OFFER



FROM : PITT MEADOWS PLBG.

03-01-1993 14:31

8046605538

MAR 8. 1993

5:19 PM

P.07

P.3/99

**OFFER TO PURCHASE**

- 6 -

**CONVEYANCE**

If this offer is accepted, the  
Solicitor or Notary Public who  
will act for me is:

ROBERT MEIGHEN

**NAME**

MEIGHEN and SIBBONS

FIRM Unit #9, 20691 Lougheed Hwy  
11910A -- 207th ST. MAPLE RIDGE

**ADDRESS**

1/2 X 2 P9.

465-4846

**TELEPHONE****ACCEPTANCE**

The Vendor hereby accepts the offer and its terms and  
acknowledges that it is accompanied by a deposit of  
(\$ 50,250 )

IN WITNESS WHEREOF the Vendor by its duly authorized  
representative, has executed its acceptance of this offer on  
the 10th day of MARCH, 1993.

*Alan F. Colombo*  
(Signature of Witness)

ALAN F. COLOMBO  
(Name of Witness)

*[Signature]*  
Duly Authorized  
Representative of the  
Ministry of Environment,  
Lands and Parks

**OFFER TO PURCHASE**

- 7 -

**SCHEDULE "A"**

**ENCUMBRANCES**

1. BC Hydro and Power Authority - Statutory Right-of-Way.
2. Dyking and Drainage Charges.
3. Ministry of Environment, Lands and Parks - Restrictive Covenant "Farm Use Only" (to be registered at the time of title transfer).

FROM : PITT MEADOWS PLBG.

MA

8.1993

5:20 PM

P 5/99  
P.03

## APPENDIX "2"

## FARM USE ONLY COVENANT

THIS AGREEMENT made the 4th day of MARCH, 1993 .BETWEEN: STEWART DAVID ROBINSON OR NOMINEE  
s.22

(herein called the "Covenantor")

## OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister of  
Environment, Lands and Parks,  
Parliament Buildings,  
Victoria, British Columbia, V8V 1X4

(herein called the "Covenantee")

## OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The Covenantor is the registered owner in fee-simple of the Land as hereinafter defined;
- B. The Covenantor has agreed to enter into a covenant with the Covenantee, pursuant to Section 215 of the Land Title Act, concerning the use of the Land.

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Covenantee to the Covenantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Covenantee, the parties agree as follows:

FROM : PITT MEADOWS PLBG.  
03-01-1993 14:33 6046605538

MR 8.1993 5:20 PM

P.6/99  
N.W.

- 2 -

**ARTICLE I****DEFINITIONS****1.1 In this agreement**

"Farm Use" has the same meaning as the Agricultural Land Commission Act and Regulations thereto, but for the purpose of this agreement, does not include golf, pitch and putt courses or driving ranges or any activities or matters incidental thereto; and

"Land" means

Lot 15, Plan 75440, Section 9, Township 40, New Westminster District

**ARTICLE II****COVENANTOR'S COVENANTS**

**2.01** The Covenantor shall not use or permit the use of the Land for any purpose other than Farm Use.

**2.02** The Covenantor further covenants and agrees with the Covenantee to indemnify and save the Covenantee harmless from all loss, damage, costs and liabilities, including fees to solicitors and other professional advisors, arising out of any breach, violation or non-performance of any covenant or agreement hereunder.

**ARTICLE III****MISCELLANEOUS**

**3.01** No term, condition, covenant or other provision herein shall be considered to have been waived by the Covenantee unless such waiver is expressed in writing by the Covenantee and the waiver by the Covenantee of any such breach shall not be construed as or constitute a waiver of any further or other breach of the same.

**3.02** The terms and provisions of this agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.



.../3

FROM : PITT MEADOWS PLBG.

MAR 8, 1993 5:21 PM

P. 7/99

FROM : PITT MEADOWS PLBG.  
03-01-1993 14:34 6048605538

MAR. 5, 1993 5:09 PM

P. 7/7  
P.10

- 3 -

- 3.03 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation
- 3.04 This agreement shall be interpreted according to the laws of the Province of British Columbia.
- 3.05 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.
- 3.06 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, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 3.07 This agreement and all the covenants and agreements herein shall be registered as a charge against the land pursuant to Section 215 of the Land Title Act.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

SIGNED by the Ministry of Environment,  
Lands and Parks or his duly authorized  
representative on behalf of Her Majesty  
the Queen in Right of the Province of  
British Columbia in the presence of

SIGNED by an authorized signatory of

## ADDENDUM

RE: OFFER TO PURCHASE LOT 15 SECTION 9 TOWNSHIP 40, PLAN 7544

Further to your letter to Stewart Robinson, dated 93-03-11 and subsequent telephone conversation with Mr. Robin Robinson, this is to confirm that the parties agree to the following variation to the Offer to Purchase.

1. The Purchaser shall forthwith pay to the Vendor a \$5,000.00 non-refundable deposit.

2. The subject to financing clause contained in paragraph 19 of the Offer to Purchase must be removed on or before the 15th day of April, 1993. This clause is for the sole benefit of the Purchaser and may be waived by the Purchaser.

3. Upon the removal or waiver of the aforesaid subject clause, the Purchaser shall forthwith pay to the Vendor a further sum of \$51,250.00 non-refundable deposit.

4. The balance of the Purchase Price shall be paid to the Vendor no later than the 15th day of May, 1993.

SAVE AND EXCEPT AS VARIED HEREBY, ALL OTHER TERMS OF THE OFFER TO PURCHASE REMAIN IN EFFECT.

DATED THIS Twelfth DAY OF MARCH, 1993.

WITNESS:

s.22

[Signature]  
VENDOR

s.22

[Signature]  
PURCHASER

VW Deary

File: 2404758  
Project: 014

Date: 93-05-04

**BY COURIER**

Alan Thompson  
Vernon and Thompson  
Barristers and Solicitors  
22311 119 Ave  
MAPLE RIDGE BC V2X 2Z2

Dear Alan Thompson:

Re: Crown Grant - Robinson Bros. Holdings Inc.  
(Lot 15, Pl 75440, Section 9, Township 40, New Westminster District)

Further to my letter of April 28, 1993, enclosed are three copies of the  
Section 215 Restrictive Covenant - Farm Use only - and Land Title Act Forms  
C & D, executed by the Ministry.

The Crown Grant documents are in the process of being completed and should  
be forthcoming shortly. The Covenant documents are being forwarded to you  
direct for signing by your clients and registration along with the Crown Grant.

If you have any questions, please feel free to contact me at 660-5500.

Yours truly,



Virginia Wild  
Project Assistant  
Development and Marketing

VW:bmp  
Encl.



Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks  
LANDS OPERATIONS

# MEMORANDUM

To: Louise Childs  
Crown Grants Section  
Surveyor General Branch  
3400 Davidson Avenue  
VICTORIA BC V8V 1X4

Date: 93-04-28

File: 2404758

Project No. 014  
Contact: Virginia Wild  
Alan F. Colombo

SUBJECT: Crown Grant

LEGAL DESCRIPTION: Lot 15 except: part on Plan LMP 5848,  
Section 9, Township 40, New  
Westminster District, Plan 75440

FILE: 2404758

PURCHASER(S) /NAME,  
ADDRESS/OCCUPATION;  
ROBINSON BROS. HOLDINGS INC.  
Incorporation # 0375999  
C - 201 - 20651 - 56th Avenue  
LANGLEY, British Columbia, V3A 3Y9  
*14220 Hale Rd. Pitt Meadows,  
V3Y 1Z1*

SOLICITOR  
NAME/ADDRESS:  
Alan Thompson  
Vernon and Thompson  
22311 119th Avenue  
Maple Ridge, B.C.  
V2X 2Z2 Phone 463-6281

COMPLETION DATE: May 13, 1993

CROWN GRANT TO  
SOLICITOR BY: May 11, 1993

SELLING PRICE: \$1,125,000.00

DEPOSIT: 56,250.00

G.S.T. PAYABLE: 78,750.00  
Reg.# 131016701

BALANCE DUE: \$1,068,750.00

.../2



ENCUMBRANCES:

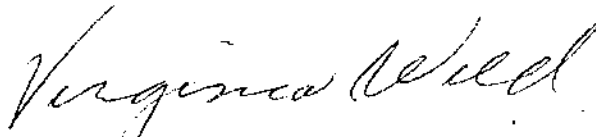
1. Statutory Right-of-Way - 295811C,  
B.C. Hydro and Power Authority
2. Registered dyking and drainage charges,  
District of Coquitlam
3. Ministry of Environment, Lands and Parks Restrictive  
Covenant "Farm Use Only" to be registered at the time of  
title transfer
4. Statutory Right-of-Way - BE91161  
B.C. Gas

REGION:	Lower Mainland
L.T.O.:	New Westminster
ASSESSMENT:	Coquitlam
REGIONAL DISTRICT:	Greater Vancouver Regional District
TYPE:	Land Sale
WITHIN:	A.L.R.
HECTARES:	73.77

Contact for pick-up of completed Crown Grant is:  
Fraser Rudelir - 527 - 2244

INFORMATION ATTACHED:

- 1) Offer to Purchase
- 2) Status Clearance
- 3) Survey Plan
- 4) State of Title Certificate
- 5) Restrictive Covenant - Farm Use,  
Forms C & D (in triplicate) - (signed by Ministry)



Virginia Wild  
Project Assistant  
Development and Marketing

VW:bmp  
Attachments

**VERNON & THOMPSON**  
Barristers & Solicitors  
22311 - 119th Avenue, Maple Ridge, B.C. V2X 2Z2  
463-6281

Our File No.: 2A2239

Civic: Lot 15 Plan 75440 - Oliver Road, Coquitlam, B.C.  
Legal Description: PID: 008-546-614 Lot 15 Except: Part on Plan LMP5848; Sec 9 Tp  
40 NWD Plan 75440

Completion Date: May 13, 1993, or sooner  
Adjustment Date: May 13, 1993, or sooner  
Possession Date: May 13, 1993, or sooner

Purchaser: ROBINSON BROS. HOLDINGS INC.  
Vendor: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA MINISTRY OF FOREST AND LANDS

**VENDOR'S STATEMENT OF ADJUSTMENTS**

	DEBIT	CREDIT
Sale Price		\$1,125,000.00
Gross GST on Sale Price of \$78,750.00. Applicable GST, if any, to be remitted to Revenue Canada by Purchaser. Purchaser's GST No. 131016701. Purchaser to submit GST Form 60 to Revenue Canada		
No Adjustment of Property Taxes required		
Adjustment of estimated 1993 Dyking Taxes based on \$13.00/acre: 73.77 hectares = 182.3 acres Vendor's portion: 132 days \$2,369.90 x 132/365 = \$857.06	<del>\$857.06</del>	
Deposit paid by Purchasers to Vendor	\$56,250.00	
BALANCE due and payable to Ministry of Finance and Corporate Relations	1,067,892.94	
<b>TOTALS</b>	<b>\$1,125,000.00</b>	<b>\$1,125,000.00</b>

**NOTE: TAX NOTICE - 1992 COQUITLAM DYKING DISTRICT CHARGE #BF312869 TO BE PAID IN FULL BY VENDOR AND RELEASED FROM TITLE**

Unless otherwise indicated below, the balance due to Vendor will be couriered by Vernon & Thompson to:

Ministry of Environment, Lands and Parks  
Suite #401, 4603 Kingsway  
Burnaby, B.C.  
V5H 4M4 Attention: Virginia Wild



Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks

Mailing address:  
Surveyor General Branch  
Parliament Buildings  
Victoria, B.C. V8V 1X4  
Office location:  
3400 Davidson Avenue  
Victoria, B.C.  
Telephone: (604) 387-4461  
Fax: (604) 387-1830

**NOT WITHIN AGRICULTURAL LAND RESERVE**

OUR FILE 2404758 ✓

MAY -4. 1993

Alan Thompson  
Vernon and Thompson  
Barristers and Solicitors  
22311 119th Avenue  
Maple Ridge, British Columbia  
V2X 2Z2

Dear Alan Thompson:

The Crown grant described below is forwarded to you in accordance with the terms and conditions specified in the enclosed Letter of Transmittal.

Crown Grant No.: 2157/1292

Crown Grant Date: May 4, 1993

Grantee(s): ROBINSON BROS. HOLDINGS INC. (Incorporation No.: 375999)

Description: Lot 15: except part on Plan LMP 5848; Section 9, Township 40,  
New Westminster District, Plan 75440.

Purchase Price: \$1,125,000.00 (Does not include GST or PPT)

Location: Coquitlam

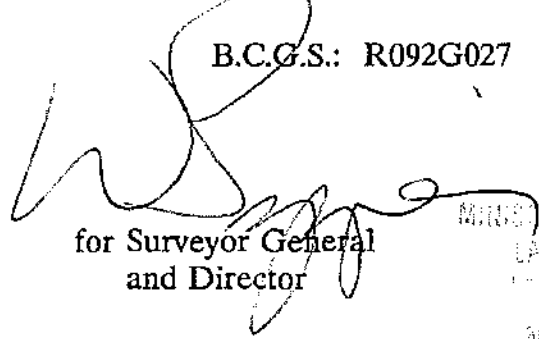
Containing 73.77 hectares

Assessment District: Coquitlam

PIN: 011876901

N.T.S.: 092G07B

B.C.G.S.: R092G027

  
for Surveyor General  
and Director

MINISTRY OF ENVIRONMENT,  
LANDS AND PARKS  
VICTORIA, B.C.

MAY 06 1993

ALC:ps  
bcgeu

cc: Dick Roberts, Regional Director, Lower Mainland Region  
Land Title Office, New Westminster  
Timber Marks, Timber Harvesting Branch, Ministry of Forests  
Crown Land Registry Audit, Surveyor General Branch

7400 - 8303 KINGSWAY  
VICTORIA, B.C. V8H 4M4



OUR FILE

2404758

May 4, 1993

Alan Thompson  
Vernon and Thompson  
Barristers and Solicitors  
22311 119th Avenue  
Maple Ridge, British Columbia  
V2X 2Z2

Dear Alan Thompson:

**Re: Crown Grant of Lot 15: except part on Plan LMP 5848;  
Section 9, Township 40, New Westminster District,  
Plan 75440 (the "Land") to Robinson Bros. Holdings Inc.**

We enclose herewith an executed Crown Grant which is forwarded to you upon your undertaking:

- (a) not to make use of the same or make application to register the Crown Grant until such time as you have in trust sufficient funds to pay to the province the sum of \$1,068,750.00 being the net proceeds of sale due to the province in respect of the Crown Grant;
- (b) as soon as you have in trust the sale proceeds to forthwith make application to register the Crown Grant in the Land Title Office, New Westminster;
- (c) following application to register the Crown Grant, to forthwith deliver to the province:
  - (i) the sale proceeds, by certified cheque made payable to the Minister of Finance and Corporate Relations, and
  - (ii) a photocopy of the registered Crown Grant and Certificate of Title, and

forward them both to Virginia Wild, Lower Mainland Region, Ministry of Environment, Lands and Parks, #401, 4603 Kingsway, Burnaby, British Columbia V5H 4M4;

## VERNON &amp; THOMPSON

BARRISTERS &amp; SOLICITORS

NOTARIES PUBLIC

F. DAVID S. VERNON, O.C. (RETIRED)  
ALAN C. THOMPSON  
LAURENCE ANDERSON  
BRIAN R. MARSHALL  
THOMAS E. DINSLEY  
LORRA SHOOK  
BERTRAM R. WEBB

22311 - 119th AVENUE  
MAPLE RIDGE, B.C. CANADA  
V2X 1Z2  
TELEPHONE (604) 463-6281  
FACSIMILE (604) 463-7497

FACSIMILE TRANSMISSION SHEET

DATE: May 11, 1993  
TO: Ministry of Environment  
ATTN: Virginia Wild  
FAX #: 660-5538  
FROM: JANICE

Number of pages transmitted including this page 5

## MESSAGE:

Re: Sale of Lot 15 Plan 75440 to ROBINSON BROS. HOLDINGS INC.  
Crown Grant #2157/1292

Further to our discussion of today's date, we have been advised by Hugh Porter, Inspector of Dykes (387-6773), that the sum of \$2,686.71, plus accrued interest, is outstanding. We enclose for your records a copy of the Tax Notice - 1992, Coquitlam Dyking District filed in the New Westminster Land Title Office under no. BF312869. We also enclose a copy of our title search for your reference.

We will require that this amount be paid in full and that the charge be removed from title. Please provide our office with proof of payment of same, as well as a filed copy of the Release of this legal notation.

As well, Mr. Porter advises that an assessment for 1993 will be applicable to Lot 15. Accordingly, our Statement of Adjustments will have to be redone. We enclose same for your execution and return. (page one only of Statement herein.)

If you have not received all pages, please call us as soon as possible and advise. Our telephone number 463-6281; Our fax number 463-7497.

52 AUG 19 10 46

BF312869

**TAX NOTICE - 1992**  
**COQUITLAM DYKING DISTRICT**

Under the provision of the "Dyking Assessments Adjustments Act 1905" and amendments thereto, and of the "Dyking Assessments Adjustment Act 1947" and amendments thereto, notice is hereby given that Revised Assessment Roll of the above District for the year 1992 has been duly filed in the Land Registry Office at New Westminster, B. C. and the following is a copy of so much of the said Assessment Roll as refers to your lands.

The MINIMUM tax on any parcel of land shall be \$5.00.

Roll	Description of Property	Total Acreage
15	LOT 15 OF SECTION 9 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN 75440 Lot 15 (formerly E 20 chains of N 1/2 of Section 9, Township 40, Part Rem. of N 1/2 Section 9, Township 40, Part Frac. SW 1/4, Section 9, Township 40). SUBDIVISION - PLAN 75440	206.67

MINISTRY OF CROWN LANDS  
 Lower Mainland Region  
 Suite 401, 4603 Kingsway  
 Burnaby, B. C.  
 V5H 4M4

1992 Maintenance Levy: 206.67 acres @ \$13.00/acre.....\$2,686.71  
 Arrears.....\$  
 Interest.....\$  
**TOTAL DUE AS AT SEPTEMBER 30, 1992.....\$ 2,686.71**

*R. J. Henry*  
**R. J. HENRY, P. ENG.**  
 Acting Inspector of Dykes  
 34345 Vye Road, Abbotsford, B.C. V2S 4N2  
 Phone: 852-5404 FAX: 852-5419

FORM 1 (SECTION 38)  
 MEMORANDUM OF REGISTRATION  
 Registered on application made on  
 the day and time hereinbefore  
 L. J. O'SHEA, Registrar of the  
 Vancouver Land Title Office

THIS assessment shall be payable on September 30th, 1992, at the office of the Inspector of Dykes, 34345 Vye Road, Abbotsford, B.C. V2S 4N2, after which date interest at the rate of 6% per annum must be added to the Assessment.  
**MAKE CHEQUES PAYABLE TO "INSPECTOR OF DYKES" and RETURN NOTICE WITH REMITTANCE.** To ensure correct delivery of notices, kindly advise of any change of address.

Date: 93/04/06

Requestor: (PA25939)

TITLE SEARCH PRINT - NEW WESTMINSTER

VERNON &amp; THOMPSON

Title: BF400793

Time: 09:25:11

Page: 01

## SECTION 185

NEW WESTMINSTER LAND TITLE OFFICE

TITLE NO: BF400793

FROM TITLE NO: AA156608

APPLICATION FOR REGISTRATION RECEIVED ON: 05 AUGUST, 1992

ENTERED: 23 OCTOBER, 1992

REGISTERED OWNER IN FEE SIMPLE:

## MISCELLANEOUS NOTES

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF FORESTS AND LANDS,  
SURVEYOR GENERAL BRANCH,  
3400 DAVIDSON AVENUE,  
VICTORIA, B.C.  
V8W 3E7

SRV Plan 20142NWPA 12032

## DESCRIPTION OF LAND:

MUNICIPALITY OF COQUITLAM

\* PARCEL IDENTIFIER: 008-546-614

LOT 15 EXCEPT: PART ON PLAN LMP5848; SECTION 9 TOWNSHIP 40 NEW WESTMINSTER  
DISTRICT PLAN 75440

## LEGAL NOTATIONS:

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL  
LAND COMMISSION ACT: SEE AGRICULTURAL LAND RESERVE PLAN NO. 3  
DEPOSITED JULY 30TH, 1974

HERETO IS ANNEXED EASEMENT AA156615 OVER PART (PLAN 75441)  
OF LOT 11 PLAN 66420

HERETO IS ANNEXED EASEMENT AA156622 OVER PART (PLAN 75441)  
OF LOT 12 PLAN 66420 AND LOT 14 PLAN 75440

\* THE WITHIN LANDS ARE SUBJECT TO A REGISTERED DRAINAGE OR  
DRAINAGE CHARGE (COQUITLAM) SEE DP BF312869 \*

## CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE

CHARGE NUMBER

DATE AND TIME OF APPLICATION

STATUTORY RIGHT OF WAY  
295811C

03/01/1961

16:12

REGISTERED OWNER OF CHARGE:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

REMARKS: ASSIGNMENT OF 263598C

PLAN 20142

ANCILLARY RIGHTS

INTER ALIA

EASEMENT

CONTINUES ON PAGE 002

ST-602 FOR 2022-21240

Date: 93/04/08 TITLE SEARCH PRINT - NEW WESTMINSTER  
Requestor: (PA25939) VERNON & THOMPSON  
Title: BF400793

Time: 09:25:55

Page: 002

HA156614

17/08/1987

14:49

REMARKS: PLAN 75441  
APPURTENANT TO LOT 11 PLAN 66420  
INTER ALIA

EASEMENT

AA156618

17/08/1987

14:49

REMARKS: PLAN 75441  
APPURTENANT TO LANDS DESCRIBED AS  
"NATURE TRUST LANDS" IN AA156618  
SEE AA156614  
INTER ALIA

EASEMENT

HA156619

17/08/1987

14:49

REMARKS: PLAN 75441  
APPURTENANT TO LEASE R21464  
SEE AA156614  
INTER ALIA

EASEMENT

AA156620

17/08/1987

14:49

REMARKS: PLAN 75441  
APPURTENANT TO LOT 12 PLAN 66420  
SEE AA156614  
INTER ALIA

EASEMENT

AA156621

17/08/1987

14:49

REMARKS: PLAN 75441  
APPURTENANT TO LOT 14 PLAN 75441  
SEE AA156614  
INTER ALIA

STATUTORY RIGHT OF WAY

SE91161

06/06/1991

14:09

REGISTERED OWNER OF CHARGE:  
BC GAS INC.  
(INCORPORATION NO. 368681)  
REMARKS: PLAN 75441  
INTER ALIA

CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 27, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

\*\*\* CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN \*\*\*



File: 2404758  
Project: 2014  
G.S.T. Registration No.: R 107864738

OFFER TO PURCHASE

I/WE: STEWART DAVID ROBINSON  
(Full name of each purchaser)  
FARMER  
(Occupation)  
s.22  
(Address)  
N/A  
(Incorporation number if a company)  
465-8622  
(Telephone number)  
(G.S.T. Registration Number if applicable)

(hereinafter called the "Purchaser") HEREBY OFFER to purchase from HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Environment, Lands and Parks (herein called the "Vendor") the following land legally known and described as

Lot 15, Plan 75440, Section 9, Township 40, New Westminster District

(herein called the "Land")

for the purchase price of \$ ONE MILLION ONE HUNDRED AND TWENTY-FIVE  
THOUSAND DOLLARS Dollars (\$ 1,125,000 )

(herein called the "Purchase Price") on the following terms and conditions:

1. The Purchase Price shall be paid by the Purchaser to the Vendor as follows:
  - (a) by way of a deposit of 5% of the Purchase Price, (herein called the "Deposit") in the form of a certified cheque or bank draft payable to the Minister of Finance and Corporate Relations accompanying this offer; and

- (b) the balance of the Purchase Price shall be paid to the Vendor on the 60th day following the date of acceptance of this offer (herein called the "Completion Date").
- 2. The Purchase Price is subject to the Goods and Services Tax (herein called the "G.S.T.") under the Excise Tax Act (Canada), and accordingly,
  - (a) if the Purchaser is a G.S.T. registrant, the Purchaser will remit the G.S.T., calculated as 7% of the Purchase Price, directly to the Receiver General (Canada) in accordance with the provisions of the Excise Tax Act (Canada); or
  - (b) if the Purchaser is not a G.S.T. registrant, the Purchaser will remit the G.S.T., calculated as 7% of the Purchase Price, to the Vendor with the balance of the Purchase Price owing upon the Completion Date and in accordance with the provisions of the Excise Tax Act (Canada).
- 3. The sale of the Land to the Purchaser shall be completed, vacant possession yielded and all adjustments as to taxes and other matters shall be made as of the Completion Date.
- 4. The Vendor shall convey the Land to the Purchaser by way of a Crown Grant free and clear of all liens, charges and encumbrances save and except:
  - (a) any subsisting exceptions or reservations contained in the original grant of the Land from the Crown;
  - (b) the exceptions and reservations of rights, titles, privileges and interests set out in Section 47 (1) of the Land Act, R.S.B.C. 1979, C.214 and amendments thereto, and
  - (c) any encumbrances listed in Schedule "A" attached hereto, if any, but free and clear of all other encumbrances (herein called the Permitted Encumbrances).
- 5. The Vendor shall, no later than 2 days prior to the Completion Date, deliver a Crown Grant of the Land in favour of the Purchaser to the Purchaser's solicitor in trust.
- 6. The Purchaser shall, no later than 2 days prior to Completion Date, deposit the balance of the Purchase Price and the G.S.T. with its solicitor in trust.

7. On the Completion Date, the Purchaser shall cause its solicitor:
  - (a) to make application at the Land Title Office to register the Crown Grant of the Land;
  - (b) to deliver the balance of the Purchase Price to the Vendor; and
  - (c) to remit the G.S.T. to the Receiver General (Canada) or the Vendor, as the case may be.
8. The Purchase Price and the G.S.T., if remitted to the Vendor, shall be paid by way of a certified cheque or bank draft drawn in favour of the Minister of Finance and Corporate Relations.
9. The Purchaser acknowledges that the Vendor has not warranted and does not hereby warrant the condition or suitability of the Land.
10. The Purchaser warrants and represents that:
  - (a) it has attended at and made a preliminary examination of the Land;
  - (b) it has read and fully understands the terms and conditions of the Offer to Purchase.
11. The Purchaser submits this offer on the understanding that the Vendor will return the Deposit to the Purchaser forthwith in the event that this offer is not accepted by the Vendor.
12. The Purchaser acknowledges that the Vendor shall be entitled to retain the Deposit as a genuine pre-estimate of liquidated damages in the event that this offer is accepted and the Purchaser fails to complete the purchase of the Land on the Completion Date.
13. If the Purchaser is comprised of more than one person, then the covenants and warranties of the Purchaser herein are joint and several.
14. Time shall be of the essence hereof.
15. Tender of documents or money may be made on either party or their respective solicitors.

OFFER TO PURCHASE

- 4 -

16. This offer shall be irrevocable and open for acceptance by the Vendor until 4:00 pm on the 4th day of MARCH , 1993.
17. Where the singular or neuter is used in this offer, it shall be construed as the plural or masculine or feminine, as the case may be, and vice versa where the context or parties so require.
18. THIS OFFER IS SUBJECT TO CLAUSE 3 ABOVE "ADJUSTMENTS AS TO TAXES" BEING MADE ON THE BASIS OF AN AGRICULTURAL RATHER THAN RESIDENTIAL ASSESSMENT.

OFFER TO PURCHASE

- 5 -

IN WITNESS WHEREOF the Purchaser has executed this offer on  
the \_\_\_\_\_ day of MARCH, 1993.

CORPORATION

SIGNED on behalf of \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

by a duly authorized signatory )  
in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
Duly Authorized Signatory of \_\_\_\_\_

INDIVIDUAL

SIGNED by \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

(full name) \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
(Signature of Purchaser)

witness \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

SECOND INDIVIDUAL

Signed by \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

(full name) \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
(Signature of Purchaser)

(witness) \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

COMPLETE THE "SECOND INDIVIDUAL" BLOCK ONLY  
IF MORE THAN ONE PERSON IS MAKING THE OFFER

CONVEYANCER

If this offer is accepted, the  
Solicitor or Notary Public who  
will act for me is:

ROBERT MEIGHEN

NAME

MEIGHEN and SISSONS

FIRM

11910A - 207th ST. MAPLE RIDGE

ADDRESS

465-4846

TELEPHONE

ACCEPTANCE

The Vendor hereby accepts the offer and its terms and  
acknowledges that it is accompanied by a deposit of  
(\$ 56,250 ).

IN WITNESS WHEREOF the Vendor by its duly authorized  
representative, has executed its acceptance of this offer on  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
Duly Authorized  
Representative of the  
Minister of Environment,  
Lands and Parks

SCHEDULE "A"

ENCUMBRANCES

1. BC Hydro and Power Authority - Statutory Right-of-Way.
2. Dyking and Drainage Charges.
3. Ministry of Environment, Lands and Parks - Restrictive Covenant "Farm Use Only" (to be registered at the time of title transfer).

APPENDIX "2"

FARM USE ONLY COVENANT

THIS AGREEMENT made the 4<sup>th</sup> day of MARCH, 1993.

BETWEEN: STEWART DAVID ROBINSON  
s.22

(herein called the "Covenantor")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister of  
Environment, Lands and Parks,  
Parliament Buildings,  
Victoria, British Columbia, V8V 1X4

(herein called the "Covenantee")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The Covenantor is the registered owner in fee-simple of the Land as hereinafter defined;
- B. The Covenantor has agreed to enter into a covenant with the Covenantee, pursuant to Section 215 of the Land Title Act, concerning the use of the Land.

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Covenantee to the Covenantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Covenantee, the parties agree as follows:

.../2



## ARTICLE I DEFINITIONS

### 1.1 In this agreement

"Farm Use" has the same meaning as the Agricultural Land Commission Act and Regulations thereto, but for the purpose of this agreement, does not include golf, pitch and putt courses or driving ranges or any activities or matters incidental thereto; and

"Land" means

Lot 15, Plan 75440, Section 9, Township 40, New Westminster District

## ARTICLE II COVENANTOR'S COVENANTS

2.01 The Covenantor shall not use or permit the use of the Land for any purpose other than Farm Use.

2.02 The Covenantor further covenants and agrees with the Covenantee to indemnify and save the Covenantee harmless from all loss, damage, costs and liabilities, including fees to solicitors and other professional advisors, arising out of any breach, violation or non-performance of any covenant or agreement hereunder.

## ARTICLE III MISCELLANEOUS

3.01 No term, condition, covenant or other provision herein shall be considered to have been waived by the Covenantee unless such waiver is expressed in writing by the Covenantee and the waiver by the Covenantee of any such breach shall not be construed as or constitute a waiver of any further or other breach of the same.

3.02 The terms and provisions of this agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

.../3

- 3.03 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation
- 3.04 This agreement shall be interpreted according to the laws of the Province of British Columbia.
- 3.05 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.
- 3.06 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, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 3.07 This agreement and all the covenants and agreements herein shall be registered as a charge against the land pursuant to Section 215 of the Land Title Act.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

SIGNED by the Ministry of Environment, )  
Lands and Parks or his duly authorized )  
representative on behalf of Her Majesty )  
the Queen in Right of the Province of )  
British Columbia in the presence of: )

SIGNED by an authorized signatory of

File: 2404758  
Your File: 2A 2239

Date: 93-05-14

SENT VIA: FAX 463-7497  
93-05-17

Alan C Thompson  
Vernon & Thompson  
22311 119 Ave  
MAPLE RIDGE BC V2X 2Z2

Dear Alan Thompson:

Re: Sale of Lot 15, Plan 75440 to Robinson Bros. Holdings Inc.

Further to our telephone discussions of today's date, regarding the dyking and drainage charges and property taxes; the Ministry undertakes to ensure that:

1. Any dyking or drainage taxes, prior to the transfer of title, are not payable by the purchaser. The purchaser will be responsible for pro-rated share of the 1993 dyking and drainage taxes from date of transfer of title and thereafter;
2. The property taxes for 1992 were paid to the Municipality as a Grant-in-Lieu and the purchaser will be responsible for the pro-rated share of the 1993 taxes. The 1993 taxes are based on "Residential" assessment for this year only. Future assessment would be based on "Agricultural" assessment following application for this change by the purchaser.

This will confirm that we have been advised by the District of Coquitlam that the 1993 property taxes will be \$1,326.21 of which the purchaser's pro-rated share will be \$842.96 (232 days) and will be payable to the Ministry as part of the Statement of Adjustments. The Crown will be paying the property taxes to the District and a copy will be forwarded for your records.

.../2

- 2 -

I trust the above meets with your satisfaction, however, if you have any questions or concerns, please do not hesitate to contact me.

Yours truly,

Alan F. Colombo  
Development Officer  
Development and Marketing

VW:bmp

*Feb. 2404758*  
*Prq # 014*

**VERNON & THOMPSON**  
 Barristers & Solicitors  
 22311 - 119th Avenue, Maple Ridge, B.C. V2X 2Z2  
 463-6281

Our File No.: 2A2239

Civic: Lot 15 Plan 75440 - Oliver Road, Coquitlam, B.C.  
 Legal Description: PID: 008-546-614 Lot 15 Except: Part on Plan LMP5848; Sec 9 Tp  
 40 NWD Plan 75440

Completion Date: May 13, 1993, or sooner  
 Adjustment Date: May 13, 1993, or sooner  
 Possession Date: May 13, 1993, or sooner

Purchaser: ROBINSON BROS. HOLDINGS INC.  
 Vendor: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
 COLUMBIA MINISTRY OF FOREST AND LANDS

**VENDOR'S STATEMENT OF ADJUSTMENTS**

	DEBIT	CREDIT
Sale Price		\$1,125,000.00
Gross GST on Sale Price of \$78,750.00. Applicable GST, if any, to be remitted to Revenue Canada by Purchaser. Purchaser's GST No. 131016701. Purchaser to submit GST Form 60 to Revenue Canada		
Adjustment of 1993 Property Taxes, based on \$1,326.21, to be paid in full by Vendor: Purchaser's portion: 232 days \$1,326.21 x 232/365 =		<i>Taxes</i> <u>\$842.96</u>
Deposit paid by Purchasers to Vendor	\$56,250.00	
BALANCE due and payable to Ministry of Finance and Corporate Relations	\$1,069,592.96 ✓	
<b>TOTALS</b>	<u>\$1,125,842.96</u>	<u>\$1,125,842.96</u>

Unless otherwise indicated below, the balance due to Vendor will be couriered by Vernon & Thompson to:

Ministry of Environment, Lands and Parks  
 Suite #401, 4603 Kingsway  
 Burnaby, B.C.  
 V5H 4M4 Attention: Virginia Wild

*Land Sale = 1,125,000.00*  
*Dep. 56,250.00*  
*Balance due = 1,068,750.00*  
*Prop Taxes /*  
*Pro-Rated*  
*Push Share*  
*842.96*  
*Code 1*  
 Page 73 of 92 FOR-2022-21240  
 1,069,592.96

VERNON & THOMPSON  
BARRISTERS & SOLICITORS  
NOTARIES PUBLIC

F. DAVID S. VERNON, Q.C. (RETIRED)  
ALAN C. THOMPSON  
LAURENCE A. THOMPSON  
BRIAN R. MARSHALL  
THOMAS E. DINSLEY  
LORI A. SHOOK  
BERTRAM R. WEBB

20001872  
2404758  
22311 - 119th AVENUE  
MAPLE RIDGE, B.C. CANADA  
V2X 2Z2  
TELEPHONE (604) 463-6281  
FACSIMILE (604) 463-7497

VIA COURIER

RECEIVED  
MAY 14 1993  
1,069,592.96  
Hemlak  
COMP ENT'D MAY 17 1993

Alan C. Thompson

2A2239

May 13, 1993

Ministry of Environment, Lands and Parks  
Suite #401, 4603 Kingsway  
Burnaby, B.C.  
V5H 4M4

Attention: Virginia Wild

MINISTRY OF ENVIRONMENT,  
LANDS AND PARKS

MAY 14 1993

#401 - 4603 KINGSWAY  
BURNABY, B.C. V5H 4M4

Purchase 1,068,750.00  
1,326.21  
842.96  
Property  
Jax mpppt  
muk  
rev.

Dear Sirs/Madams:

Re: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF FOREST AND LANDS ( the "Vendor") Sale of Lot 15 Plan 75440 - Oliver Road,  
Coquitlam, B.C. (the "Property") to ROBINSON BROS. HOLDINGS INC. (the "Purchaser")

The Crown Grant conveying the Property from HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA MINISTRY OF FOREST AND LANDS to ROBINSON BROS.  
HOLDINGS INC. was accepted for registration today in the Land Title Office. We enclose a copy of same  
bearing particulars of registration.

The Section 215 Restrictive Covenant - Farm Use Only was registered concurrently with the Crown  
Grant. We enclose a copy of same bearing particulars of registration.

Accordingly, we enclose our trust account cheque in the sum of \$1,069,592.96 made payable to  
Ministry of Finance and Corporate Relations, being the balance due as set out in the Vendor's Statement  
of Adjustments.

These monies are forwarded to you on the following undertakings:

1. To pay the 1993 Property Taxes in the sum of \$1,326.21 to the Municipality of Coquitlam and to  
provide our office with proof of payment of same;
2. To provide our office with your letter of undertaking stating that all dyking charges up to and  
including May 12, 1993 are exempt of payment by the Crown.

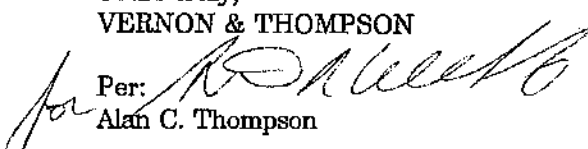
We confirm that the dyking charge under "Legal Notations" cannot be released from the title  
because the land is not being removed from the dyking district.

- 2 -

Lastly, we will provide you with a copy of of the State of Title Certificate upon receipt of same.

We trust that you will find everything in order and we thank you for your co-operation throughout.

Yours truly,  
VERNON & THOMPSON

Per:   
Alan C. Thompson

/jb  
Encs.

c.c. Godfrey D. Archbold, Program Services Section  
Your File #2404758

36162087

## LAND TITLE ACT

FORM 17 OFFICE

(Sections 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200)

## APPLICATION

NOTE: Before submitting this application for interests under (1) and (2) applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a Municipality and Improvement, Water and Irrigation Districts.

NATURE OF INTEREST:	
CROWN GRANT 2157/1292	MARKET VALUE 1,125,000 <sup>00</sup>
(1) FEE SIMPLE	[ ]
TRUE VALUE	
(2) CHARGE	[ ]
NATURE OF CHARGE	
(3) CANCELLATION OF CHARGE	[ ]
NATURE AND NUMBER OF CHARGE CANCELLED	

HEREWITH FEES OF: \$ 50.00

As to (1) and (2) NAME, OCCUPATION AND ADDRESS of person entitled to be registered as owner if different than shown in instrument.

ROBINSON BROS. HOLDINGS INC. (INC. NO. 375999)

s.22

s.22

As to (3) FULL NAME of person entitled to cancellation who or on whose behalf the applications is made:

LEGAL DESCRIPTION, if not shown in instrument being submitted with this application: PID 008 546 614

60715 BYL087 PART IN PLAN LTP5848, SECTION 9 TOWNSHIP 40 NWD PLAN 75442

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application:

BOB OUBATON 6 VERNON - THOMPSON

22322 - 11970 AVE. MAPLE RIDGE BC V2X 2Z2

463-6281

Bob Oubaton

Signature of Applicant or Officer or Authorized Agent.

ALOUETTE SEARCH SERVICES LTD.



33 MAY 13 12 57

86162088

LAND TITLE OFFICE  
NEW WESTMINSTER/  
VANCOUVER LAND TITLE ACT  
FORM 17 (Section 152 (1))  
APPLICATION

SURVEY DEPT

NOTE - Before submitting this application applicants should check and satisfy themselves as to the tax position, including taxes of the Crown, provincial, municipal, and improvement, water and irrigation districts.

NATURE OF INTEREST:

Charge



Fee

N/A

Undersurface rights and other exceptions and reservations  
Sec. 47 Land Act - see Crown Grant

HEREWITH FEES OF \$ N/A

ADDRESS of person entitled to be registered as owner, if different from shown in instrument

In instrument

Legal Description, if not shown in instrument being submitted with this

application

Full name, address, telephone number of person presenting application

.....

*Linda J. O'Brien / se*  
(Signature of applicant or  
authorized agent)

LOT 15, EXCEPT PART ON PLAN LMP 5848  
SEC. 9, TP. 40, N.W.D.,  
PLAN 75440

30162089

33 MAY 13 12 57

LAND TITLE ACT  
FORM C

(Section 215.81)

LAND TITLE OFFICE  
NEW WESTMINSTER /  
VANCOUVERProvince of  
British Columbia

## GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 5 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent) Janice Bolton, for VERNON & THOMPSON, Barristers and Solicitors, 22311 - 119th Avenue, Maple Ridge, B.C., V2X 2Z2, 463-6281

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: Janice Bolton, Applicant's Agent  
(PID) NO PID NUMBER (LEGAL DESCRIPTION) Lot 15, except: part on Plan LMP 5848, Section 9, Township 40, New Westminster District, Plan 75440

## 3. NATURE OF INTEREST:

DESCRIPTION

DOCUMENT REFERENCE  
(page and paragraph)

PERSON ENTITLED TO INTEREST

Restrictive Covenant  
Section 215Page 4  
Paragraph 2.01, 2.02

Transferee

## 4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms  
(b) Express Charge Terms  
(c) Release

☐  
☒  
☐

D.F. No.  
Annexed as Part 2  
There is no Part 2 of this instrument

A selection of (c) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

## 5. TRANSFEROR(S):

ROBINSON BROS. HOLDINGS INC., INCORPORATION NO. 0375999

s.22

V3Y 1Z1

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

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
REPRESENTED BY THE MINISTER OF ENVIRONMENT, LANDS AND PARKS,  
PARLIAMENT BUILDINGS, VICTORIA, BRITISH COLUMBIA V8V 1X5

## 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)

*Virginia Wild*

VIRGINIA WILD  
PROJECT ASSISTANT  
A Commissioner for taking Affidavits in British Columbia  
#401 - 4603 Kingsway  
Burnaby, B.C.  
V5H 4M4  
Telephone: 660-5500

Execution Date

Y	M	D
93	04	29

Party(ies) Signature(s)

*D. van der Horst*

D. van der Horst  
Duly Authorized Representative  
of Her Majesty the Queen in  
Right of the Province of  
British Columbia

## 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. 1979, c. 116, 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.

If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

EXECUTIONS CONTINUED

Execution Date

Officer Signature(s)



**ALAN C. THOMPSON**  
22311 - 119th Avenue,  
Maple Ridge, B.C. V2X 2Z2  
Phone: 463-6281  
SOLICITOR

As to both signatures

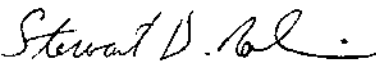
Y	M	D
93	5	11

Party(s) Signature(s)

ROBINSON BROS. HOLDINGS  
INC. by its authorized  
signatories:



ROBIN WILLIAM ROBINSON



STEWART DAVID ROBINSON

**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. 1979, c.116, 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.



Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks

## Restrictive Covenant

File No. 2404758

THIS AGREEMENT made the 04 day of 03, 19 93

BETWEEN:

Robinson Bros. Holdings Inc.  
Incorporation No. 0375999 s.22

(herein called the "Covenantor")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Environment, Lands and Parks,  
Parliament Buildings, Victoria, British Columbia V8V 1X5

(herein called the "Covenantee")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The Covenantor is the registered owner in fee simple of the Land, as hereinafter defined;
- B. The Covenantor has agreed to enter into a covenant with the Covenantee pursuant to section 215 of the *Land Title Act* concerning the use of the Land.

NOW THEREFORE in consideration of the sum of \$1.00 of lawful money of Canada now paid by the Covenantee to the Covenantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Covenantor, the parties agree as follows:

### Article I - Definitions

(1.01) In this agreement:

"Farm Use" has the same meaning as in the *Agricultural Land Commission Act* and Regulations thereto, but for the purposes of this agreement, *does not* include golf, pitch and putt courses or driving ranges or any activities or matters incidental thereto.

"Land" means Lot 15, except: part on Plan LMP 5848, Section 9, Township 40, New Westminster District, Plan 75440

Restrictive Covenant

File No.

## Article II - Definitions

- (2.01) The Covenantor shall not use or permit the use of the Land for any purpose other than Farm Use.
- (2.02) The Covenantor further covenants and agrees with the Covenantee to indemnify and save the Covenantee harmless from all loss, damage, costs and liabilities, including fees to solicitors and other professional advisors, arising out of any breach, violation or non-performance of any covenant or agreement hereunder.

## Article III - Miscellaneous

- (3.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Covenantee unless such waiver is expressed in writing by the Covenantee and the waiver by the Covenantee of any such breach shall not be construed as or constitute a waiver of any further or other breach of the same.
- (3.02) The terms and provisions of this agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (3.03) In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- (3.04) This agreement shall be interpreted according to the laws of the Province of British Columbia.
- (3.05) Where there is a reference to an enactment of the Province of British Columbia in the 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.
- (3.06) 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, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- (3.07) This agreement and all the covenants and agreements herein shall be registered as a charge against the Land pursuant to section 215 of the *Land Title Act*.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

SIGNED on behalf of Her Majesty  
the Queen in Right of the Province  
of British Columbia by the  
Minister of Environment, Lands  
and Parks or his duly authorized  
signatory in the presence of:

*Virginia Wild*

VIRGINIA WILD  
PROJECT ASSISTANT

A Commissioner for taking Affidavits in British Columbia  
#401 - 1st Avenue  
Burnaby, B.C.  
V5H 4E1  
Telephone: 603-5036

*D. Van der Horst*

D. VAN DER HORST

Authorized Signatory

Restrictive Covenant

File No.

SIGNED on behalf of  
 Robinson Bros. Holdings Inc.  
 by a duly authorized signatory  
 in the presence of:

**ALAN C. THOMPSON**  
 22311 - 119th Avenue,  
 Maple Ridge, B.C. V2X 2Z2  
 Phone: 463-6281  
 SOLICITOR

*Stewart D. Robinson*  
 Stewart David Robinson  
 Authorized Signatory

*R. William Robinson*  
 Robin William Robinson

END OF DOCUMENT



DATE: May 17/93

TO: ALAN C THOMPSON  
 OFFICE: VERNON R THOMPSON / ATTN: JANICE  
 FAX #: 463-7497 PHONE: \_\_\_\_\_  
 NUMBER OF PAGES: 3. 4 (INCLUDING THIS PAGE)



FROM: VIRGINIA WILD

at: MINISTRY OF ENVIRONMENT, LANDS AND  
 SUITE #401, 4603 KINGSWAY  
 BURNABY, BRITISH COLUMBIA  
 V5H 4M4



Province of British Columbia  
 Ministry of Environment, Lands and Parks  
 Lower Mainland Region

Virginia Wild  
 Project Assistant

Ste. 401, 4603 Kingsway, Burnaby, British Columbia V5H 4M4  
 Phone: (604) 660-5500 Fax: (604) 660-5538

Recycled Paper

FAX #: 660-5538 PHONE #: 660-5500

MESSAGE: RE: SALE TO ROBINSON  
BROS. HOLDINGS INC.

AS PER TELEPHONE DISCUSSIONS  
LAST WEEK, ATTACHED UNDERTAKING  
FROM THE MINISTRY.

Virginia Wild

\*\*\* IF YOU DO NOT RECEIVE ALL PAGES PLEASE CALL \_\_\_\_\_



VIA: FAX 463-7497

File: 2404758  
Your File: 2A 2239

Date: 93-05-14

Alan C Thompson  
Vernon & Thompson  
22311 119 Ave  
MAPLE RIDGE BC V2X 2Z2

Dear Alan Thompson:

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2. The property taxes for 1992 were paid to the Municipality as a Grant-in-Lieu and the purchaser will be responsible for the pro-rated share of the 1993 taxes. The 1993 taxes are based on "Residential" assessment for this year only. Future assessment would be based on "Agricultural" assessment following application for this change by the purchaser.

This will confirm that we have been advised by the District of Coquitlam that the 1993 property taxes will be \$1,326.21 of which the purchaser's pro-rated share will be \$842.96 (232 days) and will be payable to the Ministry as part of the Statement of Adjustments. The Crown will be paying the property taxes to the District and a copy will be forwarded for your records.

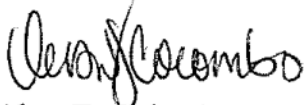
.../2



- 2 -

I trust the above meets with your satisfaction, however, if you have any questions or concerns, please do not hesitate to contact me.

Yours truly,

A handwritten signature in black ink, appearing to read "Alan F. Colombo". The signature is fluid and cursive, with the first name "Alan" and last name "Colombo" clearly distinguishable.

Alan F. Colombo  
Development Officer  
Development and Marketing

VW:bmp

LOWER MAINLAND REGION



DATE: 02.10.08

TO: Christie Palmer

OFFICE: Metro Valley Newspaper

FAX #: 273-5002

PHONE:

NUMBER OF PAGES: 2 (INCLUDING THIS PAGE)

MINISTRY OF ENVIRONMENT, LANDS AND PARKS  
SUITE #401, 4603 KINGSWAY  
BURNABY, BRITISH COLUMBIA  
V5H 4M4



FAX #: 660-5538

Province of British Columbia  
Ministry of Environment, Lands and Parks  
Lower Mainland Region

Alan F. Colombo  
Development Officer

MESSAGE:

Ste. 401, 4603 Kingsway, Burnaby, British Columbia V5H 4M4  
Phone: (604) 660-5500 Fax: (604) 660-5538



I would like the following advert. to appear in the  
Tri-City News on October 18th and the Abbotsford-Matsqui  
News on October 14th & 18th. The size should be approx 3"x5".  
Please confirm receipt and cost by fax.

Thank you  
Alan Colombo

< CONFIRMATION REPORT >

10-08-1992(THU) 10:45

[ TRANSMIT ]

NO.	DATE	TIME	DESTINATION	PG.	DURATION	MODE	RESULT
7665	10-08	10:43	92735002	2	0° 01' 19"	NORMAL	OK
				2	0° 01' 19"		



**FOR SALE**

**AGRICULTURAL PROPERTY**

**DISTRICT OF COQUITLAM**

LOCATION: 4400 Oliver Road  
SIZE: 73.77 Hectares  
LEGAL DESCRIPTION: Lot 15, Plan 75440, Section 9,  
Township 40, New Westminster District

Interested parties are requested to obtain a copy of the Ministry's Marketing and Information Package from the office noted below. All offers must be submitted on the Offer to Purchase form provided in the package.

Offers to Purchase must be received prior to the Closing Date of 1:30 p.m., November 16, 1992.

Ministry of Environment, Lands and Parks  
#401 - 4603 Kingsway  
Burnaby, British Columbia  
V5H 4M4

Attention: Alan F. Colombo  
Telephone: 660-5500

LOWER MAINLAND REGION



DATE: 92.10.08

TO: DENNEX McQUINN

OFFICE: PACIFIC PRESS

FAX #: 732-2704

PHONE:

NUMBER OF PAGES: 2 (INCLUDING THIS PAGE)

MINISTRY OF ENVIRONMENT, LANDS AND PARKS  
SUITE #401, 4603 KINGSWAY  
BURNABY, BRITISH COLUMBIA  
V5H 4M4



Province of British Columbia  
Ministry of Environment, Lands and Parks  
Lower Mainland Region

Alan F. Colombo  
Development Officer

FAX #: 660-5538

MESSAGE:

Ste. 401, 4603 Kingsway, Burnaby, British Columbia V5H 4M4  
Phone: (604) 660-5500 Fax: (604) 660-5538



I would like to place the following advert in the Business  
Section of the Vancouver Sun on Saturday October 17th and  
the Vancouver Province on Sunday October 18th.

The size should be approximately 3"x5".

Please confirm receipt and cost by fax.

Thank you

Alan F. Colombo

# < CONFIRMATION REPORT >

10-08-1992(THU) 10:47

[ TRANSMIT ]

NO.	DATE	TIME	DESTINATION	PG.	DURATION	MODE	RESULT
7656	10-08	10:46	604 732 2704	2	0° 00' 52"	NORM.E	OK
				2	0° 00' 52"		

## B.C. Environment, Lands and Parks - Information Issue

### ISSUE:

Marketing of Agricultural Property - District of Coquitlam.

### PURPOSE:

This Information Issue is being prepared at the request of Jack Hall, Executive Director.

### BACKGROUND/FACTS: :

In 1975 the Minnekhada farm property, comprising of 1,020 acres was purchased by the Province to provide recreational land for a major housing development proposal on the lower slopes of Burke Mountain.

Following acquisition the Province subdivided the property into several parcels. Four of these properties were leased for agricultural purposes. The balance of the property was transferred to the G.V.R.D. in 1984 for the Minnekhada Regional Park (approximately 400 acres).

Of the four properties leased for agricultural purposes, one has been sold (\$1.2 million), one continues to be leased and two are currently vacant due to the inability of the lessee to develop the land to a productive state. It is felt that by disposing of the property with a restrictive covenant for agricultural use the land will be developed and utilized to its potential. This property was formerly administered by the ALC. In 1988 the Farm Program was transferred to M.E.L.P. with a mandate to dispose of properties where possible.

The Ministry has identified environmental and wildlife issues and has successfully taken steps to protect these values. For example, both the upland areas adjacent to the Pitt River and a nesting area for Great Blue Heron have been surveyed out and remain under the ownership of the Crown.

### DISCUSSION/ANALYSIS:

This Ministry continues to manage the three remaining properties within the Minnekhada Farm site including one which is currently leased for agricultural purposes. The remaining two properties are vacant and are being marketed for

.../2

agricultural purposes. All revenues received from the sale of these properties will be used to off set the original acquisition cost of approximately \$2.3 million in 1975.

Contact Person:

J. T. Hall, Executive Director  
Lands Operations Division  
Telephone: 387-1280

Date: 92-10-21  
File: 2404758

Alternate Contact:

R. H. Roberts  
Lower Mainland Region  
660-5500