



Province of
British Columbia

Ministry of
Forests

Property Services Section
Timber Harvesting Branch
1450 Government Street
Victoria, B.C. V8W 3E7

February 14, 1989

Our File: 341-7948-14

Mr. D.L. Cooper
Manager
Debris Control Board
1200 - 555 Burrard St.
Vancouver, B.C.
V7X 1S7

VIA FAX 687-4930

Dear Sir:

Re: Railway Crossing Consent - Scott Paper

In reference to our recent telephone discussion, it appears that the original Forest Service crossing permit was cancelled in 1987 and replaced by a new permit in favour of the Council of Forest Industries (although my file only reflects that we agreed in March 1987 to surrender our original permit).

It therefore seems that the permission for Scott Paper to use the crossing should originate from COFI as consented to by C.P. Rail (the enclosed documentation refers).

If I can be of any further assistance in this matter, please contact me at your earliest convenience.

Yours truly,

D. Harbicht
Senior Property Negotiator

DHH:tj
Encl.

cc. Scott Paper, Box 780, New Westminster, B.C., Telephone
520-9215, Via FAX 520-9200, Attn: Dean Raven
cc. C.P. Rail, Attn: Peggy Leeper, Telephone 643-3488, Via
FAX 643-3274

FEB 10 '89 16:35

PAGE.007
FILE: CA.49.7 PTE.

THIS AGREEMENT made in triplicate this 15th day of April , 1987.

BETWEEN:

CANADIAN PACIFIC LIMITED

O.D. 52346

hereinafter called the "Railway Company", of the First Part,
COUNCIL OF FOREST INDUSTRIES OF B.C. ON BEHALF OF THE

AND

~~XXXXXX OF XXXXXXXXXX~~ B.C. DEBRIS CONTROL BOARD *Q E*

hereinafter called the "Applicant", of the Second Part.

WHEREAS the Applicant has applied to the Railway Company for permission to construct, maintain and use a private crossing over the right of way and tracks of the Railway Company at Mile 49.7 Cascade Subdivision

at the location shown in red on the plan hereto attached, for the purpose of enabling the Applicant to obtain ingress to and egress from property owned or occupied by the Applicant

~~side of the said right of way and tracks from~~
~~and the~~ and the Railway Company is prepared to grant the said application subject to the terms and conditions hereinafter set forth. *E*

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. In consideration of the covenants and conditions herein contained and to be observed by the Applicant the Railway Company hereby grants to the Applicant permission to construct, maintain and use a private crossing for pedestrians and vehicular traffic over its right of way and tracks at the location above mentioned as shown in red on the plan hereto attached, dated the 20th day of May , 1977, bearing No. 0311646-L, prepared by the Railway Company, which is hereby declared to be part of this agreement, said plan being signed by the parties hereto for identification. All construction and maintenance work on the said private crossing shall be carried out by the Railway Company.

2. All costs and expenses incurred in connection with the construction, maintenance and use of the said private crossing shall be borne by the Applicant, including the cost of placing and maintaining such gates and warning signs as well as flagman at the said private crossing as the Railway Company deems necessary from time to time. The flagman shall be the employee of the Applicant.

3. The Applicant shall make no claim or demand against the Railway Company or any of its employees for any injury, including injury resulting in death, loss or damage to property suffered or sustained by the Applicant or its employees or by any other person or corporation which is based upon, arises out of or is connected with this agreement or anything done or maintained hereunder or anything not done or maintained as required hereunder and hereby waives as against the Railway Company and its employees all such claims or demands.

The Applicant shall indemnify and save harmless the Railway Company

(a) from and against any and all claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted, and

(b) from and against any and all loss, damages or expenses suffered or incurred by the Railway Company or its employees including injuries, as well as those resulting in death, and damage to or destruction of locomotives, cars and their contents, and all other rolling stock

which are based upon, arise out of or are connected with this agreement or anything done or maintained hereunder or anything not done or maintained as required hereunder, whether caused by negligence of the Applicant or otherwise.

The waiver and indemnity given by the Applicant hereunder shall apply notwithstanding that such claims, demands, awards, actions, proceedings, loss, damages, expenses, injuries, damage or destruction are caused or contributed to by the Railway Company or its employees.

4. The Applicant covenants and agrees to keep securely closed and locked the gate or gates at the said crossing except at such times as they are required to be open to allow pedestrians or vehicles to use the said crossing.

Notwithstanding the provisions of paragraph 8 below, in the event of failure of the Applicant to comply with the provisions of this paragraph, the Railway Company shall have the right to give written notice to the Applicant of termination of this agreement effective on the date specified in such notice, and to remove the gates from the right of way fences of the Railway Company and fence across the openings, provided, however, that all such work carried out by the Railway Company shall be performed at the risk and expense of the Applicant and the conditions embodied in paragraph 3 hereof will remain applicable and effective until such time as said work has been completed by the Railway Company.

5. The Applicant shall pay to the Railway Company for the permission hereby granted the sum of \$26.00 dollars per annum, in advance, on the 15th day of April in each year.

6. This agreement contains the entire agreement between the parties with respect to the said crossing and the Applicant has no other rights therein save those hereby conferred.

7. The rights hereunder are conferred on the Applicant personally and shall not be assigned or transferred either in whole or in part to any person or corporation without the written consent of the Railway Company first had and obtained.

8. This agreement shall continue and be in force for a period of one (1) year effective on and from the 15th day of April, 1987, and from year to year thereafter, subject, however, to termination at any time by either party giving to the other party a written notice naming therein a date at least one (1) month from the giving of such notice upon which this agreement shall terminate and on the day so named in such notice this agreement and all rights and privileges thereunder shall come to an end.

9. Upon the termination of this agreement, the Applicant shall, without expense to the Railway Company, remove the said gates from the right of way fences of the Railway Company and fence across the openings with fence of the same style and character as the existing right of way fences of the Railway Company in the immediate vicinity and restore the Railway Company's property to a condition satisfactory to the Railway Company; provided that the Railway Company may, at its option, perform such work at the risk and expense of

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Fraser River Debris Disposal site #1

SCALE: 400' = 1"

PART
OF MAP: Composite
Mapping

FOREST DISTRICT: Vancouver

LAND DISTRICT: Y.D.Y.D.

PROJECT:

FILE NO: 0311646-L

PREPARED BY
D. Harbicht

DATE
May 20, 1977

LEGEND

PROPOSED BOOMS

PROPOSED ACCESS

INDIAN RESERVE BOUNDARY
FROM OFFICIAL PLANS

POSSIBLE ACCRETION TO
INDIAN RESERVE

C.P.R. RAILWAY R/W

CROWN LAND

HIGHWAY

*PLAN HAS BEEN REDUCED FOR
PHOTOCOPYING PURPOSES

D. Harbicht
DIVISION ENGINEER
CANYON DIVISION CP RAIL

THIS IS THE PLAN SUBMITTED
TO IN THE AREA OF THE SITE

[Signature]

121°38'30"

PLAN
L 54
2344 K

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HYDRO

13

ISLAND
P. from official plan

RWM 12

Mb 197
to road 3/4

NOTE: WIDTH OF CROSSING
TO BE 30'-0" WIDE
WITH GATES ON BOTH
SIDES OF C.P. RW.

ISLAND

WAHL

400

30

Shorline from Air Photos

RWM from

FRASER

F

the Applicant and in either case the conditions embodied in paragraph 3 hereof will remain applicable and effective until such time as all work to be performed by or at the risk and expense of the Applicant as provided for in this paragraph has been carried out to the entire satisfaction of the Railway Company.

10. The Applicant shall, at its own expense, obtain and maintain during the term of agreement, in a form and with an insurance company satisfactory to the Railway Company a comprehensive general liability insurance policy with a policy limit of not less than \$1,000,000 inclusive for bodily injury and property damage, which amount or form of the policy may at any time upon receipt by the Applicant of a written request so to do from the Railway Company be varied at the expense of the Applicant. Such policy shall by its wording or by endorsement extend to insure the liabilities herein assumed by the Applicant. Said Policy shall provide that thirty days prior written notice shall be given the Railway Company by the insurer in the event that the insurer or the Applicant desire to cancel, change or modify such insurance or any part thereof. Further, that in the event the said insurance policy or policies are allowed to lapse during the term hereof or any renewal thereof, this agreement shall, subject to all the rights and privileges of the Railway Company hereunder and notwithstanding any other provision in this agreement, forthwith terminate without any notice whatsoever being given to the Applicant. The Applicant hereby undertakes to furnish the Railway Company with certified evidence of the above-mentioned insurance. Provided that any insurance coverage acquired hereunder by the Applicant shall in no manner restrict or limit the liabilities assumed by the Applicant under this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first hereinabove written.

Canadian Pacific Limited

Larsell
Vice-President

R. L. Church

ASSISTANT Secretary

Executed by the Applicant
in the presence of

D. Cooper
Name of Witness

Rosahind John
Applicant CPM Secretary

1500 - 1055 W. Hastings St.
Address Vancouver, B.C.

1500-1055 W. Hastings Street
Address Vancouver BC V6E 2H1

SCHEDULE "B"

Agreement: LVA-102
RW 31
10/74

File: CA.49.7 PTE.

THIS AGREEMENT made in triplicate this **First**
day of **October** 19 **77**

BETWEEN: **CANADIAN PACIFIC LIMITED**
hereinafter called the "Railway Company",
of the First Part,

AND **MINISTRY OF FORESTS, D.C.**
hereinafter called the "Applicant",
of the Second Part.

WHEREAS the Applicant has applied to the Railway Company for permission to construct, maintain and use a private crossing over the right of way and tracks of the Railway Company at

Mile 49.7 Cascade Subdivision

at the location shown in red on the plan hereto attached, for the purpose of enabling the Applicant to obtain ingress to and egress from property owned or occupied by the Applicant ~~and to~~ **side of the said right of way and tracks from and to**

~~and the Railway Company is prepared to grant the said application subject to the terms and conditions hereinafter set forth.~~

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. In consideration of the covenants and conditions herein contained and to be observed by the Applicant the Railway Company hereby grants to the Applicant permission to construct, maintain and use a private crossing for pedestrians and vehicular traffic over its right of way and tracks at the location above mentioned as shown in red on the plan hereto attached, dated the **20th** day of **May**, 19 **77**, bearing No. **0311646-L**, prepared by the Railway Company, which is hereby declared to be part of this agreement, said plan being signed by the parties hereto for identification. All construction and maintenance work on the said private crossing shall be carried out by the Railway Company.
2. All costs and expenses incurred in connection with the construction, maintenance and use of the said private crossing shall be borne by the Applicant, including the cost of placing and maintaining such gates and warning signs as well as a flagman at the said private crossing as the Railway Company deems necessary from time to time. The flagman shall be the employee of the Applicant.
3. The Applicant covenants and agrees with the Railway Company to indemnify and save harmless the Railway Company from and against any and all claims, including claims under Workers' Compensation Legislation, demands, awards, judgments, actions, and proceedings by whomsoever made, brought or prosecuted in respect of loss of, or damage to or destruction of property or personal injuries, including death, and from and against any and all loss of, damage to or destruction of property and from and against any and all fines, delays, expenses and costs suffered or incurred by the Railway Company by reason of
 - a) the negligence of or any wilful act or omission of the Applicant, its successors and assigns, and its and their respective servants, agents, invitees and licensees, or any of them, while in the course of exercising any right licence or privilege or doing anything which is required or permitted by reason of this Agreement, or
 - b) any failure of the Applicant to perform or observe the covenants and conditions herein contained on the part of the Applicant to be observed and performed, or
 - c) any failure of the Applicant to comply with any statute, by-law order or regular applicable to any work carried out by the Applicant hereunder or to the exercise of the rights and licences hereby granted, or any of them, or which would be applicable to such work or to the exercise of such rights and licences if such work were carried out by the Railway Company".
4. The Applicant covenants and agrees to keep securely closed and locked the gate or gates at the said crossing except at such times as they are required to be open to allow pedestrians or vehicles to use the said crossing.
5. The Applicant shall pay to the Railway Company for the permission hereby granted the sum of **Twenty-Five** dollars per annum, in advance, on the **First** day of **October** in each year.
6. This agreement contains the entire agreement between the parties with respect to the said crossing and the Applicant has no other rights therein save those hereby conferred.
7. The rights hereunder are conferred on the Applicant personally and shall not be assigned or transferred either in whole or in part to any person or corporation without the written consent of the Railway Company first had and obtained.

8. This agreement shall continue and be in force for a period of one (1) year effective on and from the **First** day of **October**, 1974, and from year to year thereafter, subject, however, to termination at any time by either party giving to the other party a written notice naming therein a date at least one (1) month from the giving of such notice upon which this agreement shall terminate and on the day so named in such notice this agreement and all rights and privileges thereunder shall come to an end. PB
INITIALS

9. Upon the termination of this agreement, the Applicant shall, without expense to the Railway Company, remove the said gates from the right of way fences of the Railway Company and fence across the openings with fence of the same style and character as the existing right of way fences of the Railway Company in the immediate vicinity and restore the Railway Company's property to a condition satisfactory to the Railway Company; provided that the Railway Company may, at its option, perform such work at the risk and expense of the Applicant and in either case the conditions embodied in paragraph 3 hereof will remain applicable and effective until such time as all work to be performed by or at the risk and expense of the Applicant as provided for in this paragraph has been carried out to the entire satisfaction of the Railway Company.

10. The Railway Company shall maintain public liability and property damage insurance and excess automobile liability insurance covering the risks incurred by the Applicant under paragraph 3 hereof and the Railway Company shall send to the Applicant Certificates of Insurance and/or copies of the policies evidencing the said insurance coverages acquired by the Railway Company. To the extent that the Railway Company's said insurances do not cover the said risks assumed by the Applicant, the Applicant shall remain liable to indemnify the Railway Company therefor in the manner prescribed in paragraph 3 hereof.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first hereinabove written.

CANADIAN PACIFIC LIMITED

W. A. Smith
Vice President

B. Bernadette
ASSISTANT Secretary

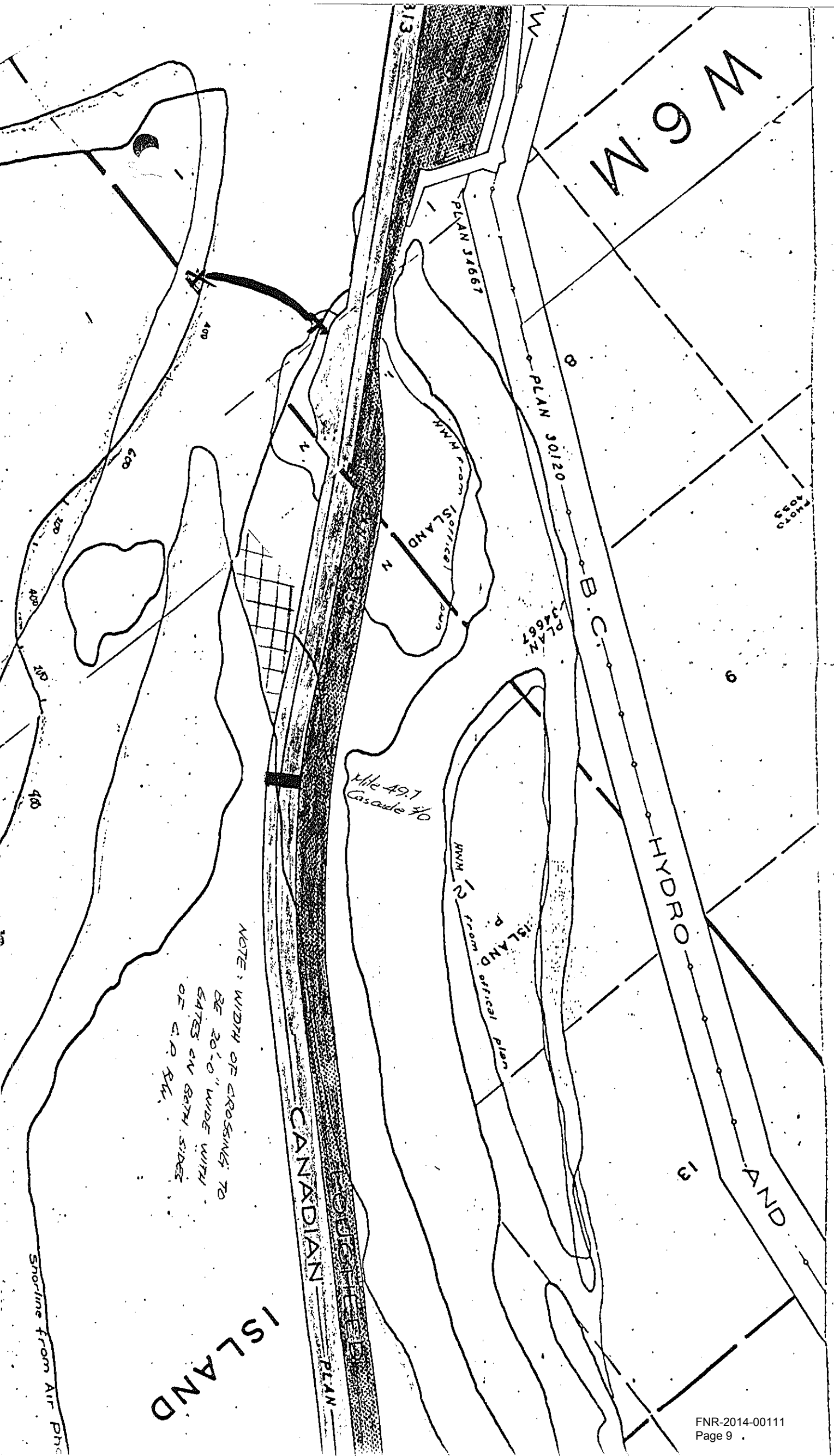
Executed by the Applicant
in the presence of

MINISTRY OF FORESTS

Joyce Powell
Name

P. J. Humphreys

4051 Shelbourne St
Address
Victoria, B.C.



NOTE: WIDTH OF CROSSINGS TO
BE 20'-0" WIDE WITH
GATES ON BOTH SIDES
OF C.R. R.W.